



City of Kenmore - 18120 68th Avenue NE - Kenmore, WA 98028  
Phone: 425-398-8900 - E-mail: [cityhall@kenmorewa.gov](mailto:cityhall@kenmorewa.gov)

### City Council Special Meeting

**ON-SITE**

**MONDAY, MARCH 20, 2023 - 6:00 PM**

**In addition, we try to provide access to the meeting virtually:**

**ZOOM LINK: <https://kenmorewa-gov.zoom.us/j/84420667463>**

Or One tap Mobile: US: +12532158782,,84420667463#

Or Telephone Dial US: +1 253 215 8782

Callers please dial \*9 to raise and lower hand

Webinar ID: 844 2066 7463

**Technical Difficulties** - If the virtual component of the meeting disconnects, and we cannot resolve technical difficulties to reconnect the virtual component, the in-person meeting will continue at City Hall if there is a quorum of the body to conduct business.

**I. CALL SPECIAL MEETING TO ORDER - 6:00 PM**

**II. ROLL CALL**

**III. FLAG SALUTE**

**IV. AGENDA APPROVAL**

**V. PROCLAMATION**

- A. Child Abuse Prevention Month  
[Child Abuse Prevention Month](#)

**VI. PRESENTATION**

- A. Hydroplane Race Event, presented by Seattle Outboard Association Race  
Chairman Jan Shaw

**VII. WHERE'S THE FUN?**

**VIII. PUBLIC COMMENTS**

- A. We welcome our community members to the Council's meeting. In this forum, the Council does not engage or dialogue with the public; the primary role of the Council is to listen. We will hear from our on-site guests first, followed by our virtual guests. If you're online, please use the "raise hand" feature now if you wish to speak. All guests must address comments to the Mayor and City Council. The Clerk will acknowledge your request and call your name when it is your turn. Your time will start when we confirm that we can hear you. Please

state your name and city of residence for the record and keep your comments to the allotted time. We will not split your time with others or reset your time except by express approval of the Presiding Officer. Screen-sharing is not allowed; you can submit materials to the Council or Clerk in advance. Please do not comment about pending development projects on which the Council will make future decisions as those are quasi-judicial matters, and Councilmembers must limit their communications about such matters. This meeting is being recorded. Thank you for taking the time to express your comments.

## IX. CONSENT AGENDA

- A. Cancel the City Council Regular Meeting of April 24, 2023. Schedule a City Council Special Meeting for April 24, 2023 to begin at 6:30 PM.
- B. Receive and File the Meeting Minutes from the February 6, 2023 Special Joint Meeting with the Northshore School District Board of Directors, prepared by Peggy Smith, NSD Administrative Assistant to the Superintendent.  
[Meeting Minutes from the February 6, 2023 Special Joint Meeting with the Northshore School District Board of Directors](#)
- C. Approve Total Check #s 51563 through 51651 totaling \$840,760.03 and Total Payroll/Taxes/Flexible Spending/Retirement & Health Savings Account Electronic Deposits Dated 02/24/2023 in the amount totaling \$197,387.91 and ACH Payment to Thomco Construction in the amount of \$464,262.29, and ACH Payments to US Bank Purchase Cards in the amount of \$22,253.72, and Payroll Check #10206 in the amount of \$978.50.  
[Voucher Certification and Approval 02/18/23 - 03/03/23](#)
- D. Authorize the City Manager to execute Contract No. 22-C2830 Amendment No. 2 with Wagner Architects and Planners for planning and design services for the City of Kenmore Public Works Operations Center.  
[Agenda Bill - Amendment No. 2 Wagner Architects and Planners](#)  
[Attachment 1 - Contract 22-C2830](#)  
[Attachment 2 - Contract 22-C2830 Amendment No. 1](#)  
[Attachment 3 - Contract 22-C2830 Amendment No. 2](#)
- E. Authorize the City Manager to execute Amendment #8 to Contract No. 16-C1625 with HDR Engineering, Inc. increasing the contract amount by \$189,758 and extending construction management services through June 2023 to complete the Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project. *(Added 3/14)*  
[Agenda Bill - Contract No. 16-C1625 Amendment #8](#)

## X. STUDY SESSION AGENDA

- A. Kenmore Downtown Development Concepts and Recommendations presented by Rod Stevens, Consultant  
[Presentation - Kenmore Downtown Development Concepts and Recommendations \(Added 3/20\)](#)

- B. Development Services Upcoming Building Code Updates, presented by Development Services Director Samantha Loyuk, Building Official Tom Phillips, and Building Plans Examiner and Inspector Lukasz Lisowski  
[Agenda Bill - Building Code Update](#)  
[Attachment 1 - Memo with Exhibits A-D \(updated 3/15\)](#)  
[Attachment 2 - Presentation](#)

## **XI. STAFF REPORTS**

- A. Earth Day Event, presented by Public Works Operations Director Jennifer Gordon

## **XII. COUNCILMEMBER REPORTS & COMMENTS**

## **XIII. ADJOURNMENT**

## **XIV. UPCOMING MEETINGS**

- A. City Council Regular Meeting of March 27, 2023 at 7:00 PM - **CANCELED**  
City Council Special Meeting of April 3, 2023 at 6:30 PM  
City Council Special and Regular Meeting of April 10, 2023 at 6:15 PM  
City Council Regular Meeting of April 17, 2023 at 7:00 PM  
City Council Regular Meeting of April 24, 2023 at 7:00 PM - TENTATIVELY CANCELED  
City Council Special Meeting of April 24, 2023 at 6:30 PM - TENTATIVELY SCHEDULED

## **XV. NOTICE OF POTENTIAL QUORUMS**

[Click here for information about Potential Quorums of the City Council.](#) Now found on the City website under City Council Meetings.

## City of Kenmore, Washington Proclamation

**WHEREAS**, all children deserve to grow up in a safe and nurturing environment to ensure they reach their full potential; and

**WHEREAS**, our children are our most valuable resource and will shape the future of Kenmore and beyond; and

**WHEREAS**, safe and healthy childhoods help produce confident and successful adults; and

**WHEREAS**, child abuse and neglect are serious problems affecting every facet of our community and finding solutions requires input and action from everyone; and

**WHEREAS**, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals; education, health, community- and faith-based organizations; businesses; law enforcement agencies; and families; and

**WHEREAS**, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

**WHEREAS**, prevention remains the best defense for our children and families.

**NOW THEREFORE**, I, Nigel Herbig, Mayor of the City of Kenmore, on behalf of the City Council, do hereby proclaim April as Child Abuse Prevention Month in the City of Kenmore. The City makes this proclamation to urge all residents to recognize this month by dedicating ourselves to improving the quality of life for all children and families.

**IN WITNESS WHEREOF**, signed this 20<sup>th</sup> day of March 2023.



Signed: \_\_\_\_\_ Nigel Herbig, Mayor

Attested: \_\_\_\_\_ Michelle Kang, Acting City Clerk

**NORTHSHORE SCHOOL DISTRICT  
BOARD OF DIRECTORS  
JOINT MEETING WITH KENMORE CITY COUNCIL (Monday, February 6, 2023)  
Northshore Middle School  
Generated by Peggy King February 7, 2023**

**A. Commencement of Meeting**

The meeting began at 7:00 PM

**B. List of Attendees**

Sandy Hayes  
Amy Cast  
David Cogan  
Jacqueline McGourty, President  
Mr. Michael Tolley, Superintendent  
Nigel Herbig, Mayor  
Melanie O'Cain, Deputy Mayor  
David Baker, Councilmember  
Joe Marshall, Councilmember  
Angela Kugler, Councilmember  
Corina Pfeil, Councilmember  
Rob Karlinsey, City Manager  
Stephanie Lucash, Deputy City Manager

**C. Discussion**

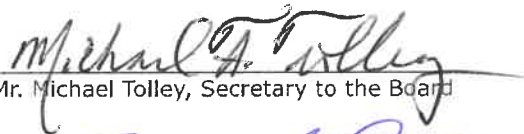
Board members participated in a joint meeting with the Kenmore City Council to discuss topics of mutual interest.

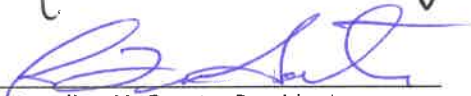
**D. End of Meeting**

The meeting ended at 9:10 PM

2/13/2023

Date Approved

  
Mr. Michael Tolley, Secretary to the Board

  
Jacqueline McGourty, President  
Board of Directors



## Voucher Certification and Approval

City of Kenmore

DATE RANGE:

02/18/23 - 03/03/23

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and the the claim is a just, due and unpaid obligation against the City of Kenmore and that I am authorized to authenticate and certify to said claim. The following checks and electronic payments are approved for payment:

Total Check #s 51563 through 51651: \$840,760.03

Total Payroll/Taxes/Flex Spending/Retirement & Health Savings Acct Electronic Deposits Dated: 02/24/2023 \$197,387.91

ACH Payment - Thomco Construction: \$464,262.29

ACH Payments - US Bank Purchase Cards: \$22,253.72

Payroll Check #10206 dated 02/24/2023 \$978.50

Rob Karlinsey

Rob Karlinsey (Mar 7, 2023 18:37 PST)

Mar 7, 2023

City Manager / Date

Melinda Merrell

Melinda Merrell (Mar 7, 2023 18:20 PST)

Mar 7, 2023

Finance & Administrative Services Director / Date

Vendor Name	Check #	Date	Description	Amount
THOMCO CONSTRUCTION, INC.	1310	03/03/2023	20-C2144 Jan. Juanita Dr. Construction	464,262.29
U.S. BANK PURCHASE CARDS	1311	03/03/2023	American Soc. of Land/Roberts Rules	568.77
U.S. BANK PURCHASE CARDS	1312	03/03/2023	EB 2023/Amazon	78.19
U.S. BANK PURCHASE CARDS	1313	03/03/2023	WSNLA/Sprayer Depot/All Battery/1000 Bulbs/Bobrick	3,068.24
U.S. BANK PURCHASE CARDS	1314	03/03/2023	Alaska Air/AWC/Hilton/Super Shuttle	1,308.85
U.S. BANK PURCHASE CARDS	1315	03/03/2023	Volgistics	45.00
U.S. BANK PURCHASE CARDS	1316	03/03/2023	NATW.Org	35.00
U.S. BANK PURCHASE CARDS	1317	03/03/2023	Hydropoint Data Systems/Amazon	672.25
U.S. BANK PURCHASE CARDS	1318	03/03/2023	YM Careers/YSI/Amazon	1,431.22
U.S. BANK PURCHASE CARDS	1319	03/03/2023	Zoom	60.54
U.S. BANK PURCHASE CARDS	1320	03/03/2023	American Planning Assoc./Costco Travel	3,286.22
U.S. BANK PURCHASE CARDS	1321	03/03/2023	WSFMA/Butler Seattle/Diva/Amazon	503.56
U.S. BANK PURCHASE CARDS	1322	03/03/2023	Zoom/Sea. Times Jobpost/NLC/ICMA/Ingallinas	1,695.92
U.S. BANK PURCHASE CARDS	1323	03/03/2023	AWC/Fortune Inn/NLC/Ikiiki Sushi/Target/Vcita	3,068.09
U.S. BANK PURCHASE CARDS	1324	03/03/2023	NRPA	180.00

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U.S. BANK PURCHASE CARDS	1325	03/03/2023	CH Supplies, MBP.com Fees, Job Postings	6,158.09
U.S. BANK PURCHASE CARDS	1326	03/03/2023	Void	-
U.S. BANK PURCHASE CARDS	1327	03/03/2023	Void	-
U.S. BANK PURCHASE CARDS	1328	03/03/2023	Adobe/Safeway/Hobby Lobby	93.78
AFLAC	51563	02/24/2023	Employee Medical/Disability Plans	209.04
AWC EMPLOYEE BENEFIT TRUST	51564	02/24/2023	Employee Health Insurance	83,916.28
AWC EMPLOYEE BENEFIT TRUST	51565	02/24/2023	Void	-
AWC EMPLOYEE BENEFIT TRUST	51566	02/24/2023	Void	-
DEPARTMENT OF LABOR AND INDUSTRIES	51567	02/24/2023	City of Kenmore	4,859.12
DEPARTMENT OF LABOR AND INDUSTRIES	51568	02/24/2023	Void	-
EMPLOYMENT SECURITY DEPARTMENT	51569	02/24/2023	Paid Family & Medical Leave	3,120.68
EMPLOYMENT SECURITY DEPARTMENT	51570	02/24/2023	Void	-
LINCOLN NATIONAL LIFE INSURANCE	51571	02/24/2023	Life Ins/ADD & LTD	1,832.79
MISSION SQUARE / 109964	51572	02/24/2023	City of Kenmore 401a	22,105.10
MISSION SQUARE 457 / 304745	51573	02/24/2023	ICMA 457 Deferred Comp	5,406.11
NATIONAL LIFE OF VERMONT	51574	02/24/2023	Life Insurance	123.17
UNITED WAY OF KING COUNTY	51575	02/24/2023	Employee Charitable Contribution	40.00
AM TEST, INC	51576	03/03/2023	Swamp Creek Water Sample Testing	240.00
APPLEONE EMPLOYMENT SERVICES	51577	03/03/2023	Temporary Employee - Archiving Svcs Week End 2/11	1,801.60
APPLIANCE REPAIR MM LLC	51578	03/03/2023	City Hall Refrigerator Repair	78.73
AZTECA SYSTEMS, LLC/CITYWORKS	51579	03/03/2023	API - Utility Locates Software	605.55
BCN TELECOM, INC.	51580	03/03/2023	2/15-3/14 City Hall Phone System	407.48
BFI 4 LLC	51581	03/03/2023	Refund Deposit PRJ17-0030/ENG18-0592	2,000.00
BOTHELL KENMORE CHAMBER OF COMMERCE	51582	03/03/2023	Yearly Membership	1,500.00
BOTHELL KENMORE CHAMBER OF COMMERCE	51583	03/03/2023	Jan. KBA Support Services	300.00
BRIEN, GAYLYNN	51584	03/03/2023	Dec. Sales Tax Data Conversion Svcs	50.00
CANON FINANCIAL SERVICES, INC.	51585	03/03/2023	February Phocopier Lease	266.08
CASCADIA CONSULTING GROUP, INC.	51586	03/03/2023	22-C2859 Jan. Comp Plan Update	4,911.25
CASCADIA LAW GROUP	51587	03/03/2023	20-C2229 Jan. Cadman Legal Services	281.25
CECCANTI, INC.	51588	03/03/2023	19-C1977 Jan. W. Sammamish Bridge Project	365,721.51
CHANIN KELLY-RAE CONSULTING LLC	51589	03/03/2023	January DEI Consulting Services	4,895.00
CHICAGO TITLE	51590	03/03/2023	7221 NE 182nd St. Subdivision Guarantee/Cert.	385.88
CHICAGO TITLE	51591	03/03/2023	Mailing Labels - NOA PRJ21-0063	3.10
CITY OF BELLEVUE	51592	03/03/2023	1st Qtr 2023 ARCH Contributions	15,576.00

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CONSOLIDATED PRESS	51593	03/03/2023	Winter Newsletter Printing/Mailing Prep.	5,807.71
DAVIDSON MACRI SWEEPING, INC.	51594	03/03/2023	Street Sweeping Services 1/3-1/6	4,157.38
FERGUSON ENTERPRISES INC #3011	51595	03/03/2023	Catch Basins/Grates - Drainage Materials	809.91
FIRE PROTECTION, INC	51596	03/03/2023	City Hall Fire Alarm Maintenance	2,543.31
GCP WW HOLDCO, LLC	51597	03/03/2023	Rain Gear - Public Works	217.58
GORDON THOMAS HONEYWELL	51598	03/03/2023	Feb. Governmental Affairs Consulting	4,515.00
GOVERNMENT FINANCE RESEARCH GROUP	51599	03/03/2023	2023 Municast Financial Forecasting Support	1,995.00
GRAINGER	51600	03/03/2023	Parts for Logboom Park Restroom Repair	84.13
GRAINGER	51601	03/03/2023	Test Gauge	28.87
JASON RICHARD SPERLING	51602	03/03/2023	Website & Quarterly Newsletter Photos	200.00
KARA VAN LUCHENE	51603	03/03/2023	Refund Hangar Reservation Deposit 2/11	150.00
KING COUNTY ANIMAL SVCS	51604	03/03/2023	Feb. Pet Licenses	140.00
KING COUNTY FINANCE	51605	03/03/2023	Jan. Road Svcs - Pedestrian Safety/Bridge Proj.	15,120.24
KING COUNTY FINANCE	51606	03/03/2023	Jan. Small Cities Screening Reimbursement	80.00
KING COUNTY FINANCE	51607	03/03/2023	Feb. Small Cities Screening Reimbursement	80.00
KING COUNTY FINANCE	51608	03/03/2023	Jan. Road Services - Signs/Signals	8,852.97
KING COUNTY FINANCE	51609	03/03/2023	2022 Voter Registration	82,915.66
KING COUNTY TREASURY	51610	03/03/2023	2023 Property Taxes for 49 City Owned Parcels	25,072.95
KING COUNTY TREASURY	51611	03/03/2023	Void	-
KING COUNTY TREASURY	51612	03/03/2023	Void	-
KING COUNTY TREASURY	51613	03/03/2023	Void	-
KLB CONSTRUCTION, INC.	51614	03/03/2023	20-C2143 Jan. 68th Ave Ped/Bike Project	25,536.62
KPFF CONSULTING ENGINEERS	51615	03/03/2023	19-C2098 Jan. On-Call Professional Svcs	23,855.05
LA CONNER INN	51616	03/03/2023	Deposit for 6/30-7/1 Council Retreat	758.00
MARIA SZABLYA RIVAS	51617	03/03/2023	Refund Hangar Reservation Deposit 2/18	150.00
METROPOLITAN TRANS. COMMISSION	51618	03/03/2023	5/1/23-4/30/24 Pavement Mgmt. Software	2,000.00
NARWHAL MET, LLC	51619	03/03/2023	March Weather Monitoring Services	400.00
NORTHSHORE UTILITY DIST	51620	03/03/2023	Water Svc. Installation @ Wallace Swamp Creek	7,645.00
NORTHWEST ARBORICULTURE LLC	51621	03/03/2023	Moorlands Park Tree Work	7,491.20
OFFICE DEPOT	51622	03/03/2023	Misc. Office Supplies	66.16
O'REILLY/FIRST CALL	51623	03/03/2023	Fleet Supplies	33.87
O'REILLY/FIRST CALL	51624	03/03/2023	Wiper Blades - F350	118.86
PACE ENGINEERS, INC.	51625	03/03/2023	21-C2667 Jan. On-Call Consulting Svcs	1,790.00
PACIFIC TOPSOILS	51626	03/03/2023	Dump Fees & Materials Purchased	769.42
PARAMETRIX INC	51627	03/03/2023	21-C2747 Jan. Transportation Element Update-2024	8,186.85

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PAWS	51628	03/03/2023	Jan. Animal Sheltering Services	220.00
PENDLETON CONSULTING LLC	51629	03/03/2023	Mini Retreat Report Preparation Fee	725.00
PRR, INC	51630	03/03/2023	22-C2845 Jan. MMH Consulting Services	14,268.08
PRR, INC	51631	03/03/2023	22-C2845 Dec. MMH Consulting Services	6,559.75
PUGET SOUND ENERGY	51632	03/03/2023	1/14-2/13 Traffic Signals/City Hall/Hangar/Parks	5,654.24
RHOMAR INDUSTRIES, INC.	51633	03/03/2023	Tools - Street Dept.	42.96
SCORE	51634	03/03/2023	Jan. Inmate Housing/Mental Health/Booking	9,300.66
SMS CLEANING, INC.	51635	03/03/2023	City Hall/Hangar & PW Office Janitorial	6,495.00
STAPLES ADVANTAGE	51636	03/03/2023	City Hall & Hangar Maintenance Supplies	164.80
STAPLES ADVANTAGE	51637	03/03/2023	Park Maintenance Supplies	15.92
STAPLES ADVANTAGE	51638	03/03/2023	Park Restrooms - Tissue/Liners	280.44
STEWART MACNICHOLS HARMELL, INC.	51639	03/03/2023	January Public Defense Services	5,000.00
SUNBELT RENTALS	51640	03/03/2023	Pressure Washer Rental	200.47
THE ORIGINAL POOP BAGS	51641	03/03/2023	Pet Waste Refill Bags	1,319.89
TOTAL LANDSCAPE CORP	51642	03/03/2023	NS Summit/Squire's/Moorlands Landscaping	2,257.05
TOTAL LANDSCAPE CORP	51643	03/03/2023	City Hall & Parks Landscaping	5,030.02
TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESOTA	51644	03/03/2023	23-C2906 SWM Adopf a Drain Program	4,433.02
US POSTAL SERVICE (HASLER)	51645	03/03/2023	Postage Meter Refill	3,617.59
WA ASSOC OF BUILDING OFFICIALS	51646	03/03/2023	Training - Bridgit Baker	720.00
WA STATE DEPT OF TRANSPORTATION	51647	03/03/2023	Jan 68th/175th & 181st Traffic Signal Maint.	385.50
WALTER E. NELSON CO.	51648	03/03/2023	iMop Repair	1,152.42
WALTER E. NELSON CO.	51649	03/03/2023	Part for iMop @ Hangar Bldg.	240.96
ZEN DEVELOPMENT, LLC	51650	03/03/2023	Refund ROW Dep. PRJ16-0007/ENG19-0922	20,315.80
ZIPLY FIBER	51651	03/03/2023	2/19-3/18 PW Office Internet	153.00
DRS 457	DFT0001518	02/24/2023	DRS 457 Deferred Comp	555.00
AVIDIA HEALTH	DFT0001519	02/24/2023	Employee Health Savings Contribution	142.30
DEPARTMENT OF RETIREMENT SYSTEMS	DFT0001520-1526	02/24/2023	Public Employees Retirement	32,075.16
NAVIA	DFT0001527	02/24/2023	Employee Flexible Spending Account	933.98
BANK OF AMERICA 941	DFT0001528	02/24/2023	Federal Taxes	25,385.09
TIPPLE-LEEN, SHANNON	10206	02/24/2023	Payroll	978.50
WARHOL, ANASTASIYA	10207	02/24/2023	Void	-
PAYROLL	Electronic Dep.	2/24/2023	Direct Deposit	138,296.38
TOTAL				<u><u>\$ 1,525,642.45</u></u>

## IX. C. Approve

Total Check #s 51563 through 51651 totaling \$840,760.03 a...



City of Kenmore

# Vendor Purchasing Report

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For Date Range 01/01/2023 - 03/03/2023

## Vendor Set: Vendor Set 01

Vendor	Name	Volume
0022	ASSOCIATION OF WA CITIES	21369.16
0064	CASCADE PEST CONTROL	449.56
0067	CENTER FOR HUMAN SERVICES	5550
0076	CITY OF BELLEVUE	15576
0083	CITY OF LAKE FOREST PARK	54026
0092	CODE PUBLISHING COMPANY	155.25
0099	CONSOLIDATED PRESS	5807.71
0109	DAILY JOURNAL OF COMMERCE	295.9
0121	REPUBLIC SERVICES	1660.21
0130	EMPLOYMENT SECURITY DEPARTMENT	6164.21
0137	FERGUSON ENTERPRISES INC #3011	1020.51
0151	CALPORTLAND COMPANY	617
0173	HOME DEPOT CREDIT SERVICES	213.6
0184	INSLEE, BEST, DOEZIE & RYDER, P.S.	26577.75
0191	INTERNATIONAL INST OF MUNI CLERKS	225
0197	JET CITY PRINTING	526.28
0213	KING COUNTY ANIMAL SVCS	200
0219	KING COUNTY FINANCE	107274.67
0235	KING COUNTY TREASURY	25072.95
0251	LIGHTHOUSE CONSULTING INC	13390.33
0261	PENDLETON CONSULTING LLC	2534.73
0286	NORTHSHORE SCHOOL DISTRICT	15312
0287	NORTHSHORE SENIOR CENTER	13750
0288	NORTHSHORE UTILITY DIST	21085.55
0289	NORTHSHORE YMCA	10000
0292	HONEY BUCKET	313.5
0300	OFFICE DEPOT	826.28
0304	OLYMPIC ENVIRONMENTAL RESOURCES INC	7339
0310	PACIFIC TOPSOILS	2416.57
0311	PARAMETRIX INC	29279.51
0314	PETTY CASH CUSTODIAN	357.66
0328	PUGET SOUND ENERGY	87996.57
0329	PUGET SOUND FINANCE OFFICERS ASSOC	75
0345	SEATTLE TIMES	684.91
0355	STAPLES ADVANTAGE	1449.16
0356	STATE AUDITOR'S OFFICE	1431.15
0357	STEWART MACNICHOLS HARMELL, INC.	10000
0365	TOTAL LANDSCAPE CORP	12317.09
0371	UNITED STATES POSTMASTER	2122.85
0375	US POSTAL SERVICE (HASLER)	3617.59
0385	WA ASSOC OF BUILDING OFFICIALS	720
0387	WA CITIES INSURANCE AUTHORITY	643692
0390	WA FINANCE OFFICERS ASSOCIATION	150
0400	WASHINGTON STATE DEPT OF REVENUE	22770.22
0401	WA STATE DEPT OF TRANSPORTATION	1914.9
0405	WASHINGTON STATE OFFICE CASH MGMT	385.5
0412	WM CORPORATE SVCS - COLUMBIA RIDGE LANDFILL	7475.51
0424	MISSION SQUARE 457 / 304745	20432.15
0425	DRS 457	2120
0426	AFLAC	418.08
0428	BANK OF AMERICA 941	98502.51
0429	AWC EMPLOYEE BENEFIT TRUST	166915.96

IX. C. Approve  
Total Check #s 51563 through 51651 totaling \$840,760.03 a...

## Vendor Purchasing Report

For Date Range 01/01/2023 - 03/03/2023

Vendor Set: Vendor Set 01

Vendor	Name	Volume
0431	DEPARTMENT OF RETIREMENT SYSTEMS	124207.77
0432	DEPARTMENT OF LABOR AND INDUSTRIES	8723.42
0434	UNITED WAY OF KING COUNTY	80
0436	NATIONAL LIFE OF VERMONT	246.34
0448	UPS STORE KENMORE	78.95
0473	ARTS OF KENMORE	4750
0484	CITY WIDE FENCE COMPANY, INC	11158.64
0494	SECRETARY OF STATE	292.86
0542	AMERICAN SOCIETY OF COMPOSERS	420
0558	SNOHOMISH COUNTY	3765
0610	WA STATE DEPT OF TRANSPORTATION	153.68
0685	PACE ENGINEERS, INC.	1790
0692	HDR ENGINEERING, INC	90719.72
0696	AMERICAN GENERAL LIFE GPO/400S	501.04
0781	QUALITY BUSINESS SYSTEMS INC.	1333.94
0817	GRAINGER	2662.55
0851	EVERMARK, LLC	264.86
0892	JACOBS ENGINEERING GROUP	10862.55
0899	SHRED IT, C/O STERICYCLE, INC>	1016.78
0913	KENMORE ELEMENTARY	1250
0937	ZUMAR	1650.95
0981	COMCAST BUSINESS	478.69
0994	GORDON THOMAS HONEYWELL	9030
1003	iWORQ SYSTEMS	2800
1010	WESTLAKE HARDWARE WA-153	1700.67
1052	FIRE PROTECTION, INC	2543.31
1123	AM TEST, INC	440
1140	PAWS	220
1197	MILLER STEPHENS, MARY	1250
1267	AUTOMATED CONTROLS/ALBIREO ENERGY	1079.64
1297	GOVERNMENT FINANCE RESEARCH GROUP	1995
1299	VERIZON WIRELESS	80.06
1313	BOTHELL KENMORE CHAMBER OF COMMERCE	2100
1331	KBA INC.	61818.57
1337	STATE OF WA DEPT. OF LICENSING	2.16
1383	CHICAGO TITLE	394.48
1385	AZTECA SYSTEMS, LLC/CITYWORKS	605.55
1390	UTILITIES UNDERGROUND LOCATION CTR	183.18
1403	OSBORN CONSULTING INC.	93885.98
1431	BRIEN, GAYLYNN	100
1452	CITY OF KENT	500
1459	FLEMINGS HOLIDAY LIGHTING LLC	1598.51
1482	HIGHWIRE	2059.7
1485	WA ASSOC OF PUBLIC RECORDS OFFICERS	25
1504	SCORE	26618.82
1544	METROPOLITAN TRANS. COMMISSION	2000
1555	LINCOLN NATIONAL LIFE INSURANCE	3484.71
1629	WESTERN DISPLAY FIREWORKS, LTD.	6875
1634	SREBNIK, DEBRA	538.8
1673	KPFF CONSULTING ENGINEERS	64273.79
1689	MOTT MACDONALD GROUP, INC.	15703.88
1711	SOFTWAREONE, INC.	16135.49
1731	NORTHWEST ARBORICULTURE LLC	7491.2
1763	REID, JAMES FALCONER	3995
1816	NAVIA	11231.77
1828	QUALITY BUSINESS SYSTEMS / WELLS FARGO	1352.28
1838	AVIDIA HEALTH	519.2
1884	HEIDELBERG MATERIALS	1119.09

IX. C. Approve  
Total Check #s 51563 through 51651 totaling \$840,760.03 a...

## Vendor Purchasing Report

For Date Range 01/01/2023 - 03/03/2023

Vendor Set: Vendor Set 01

Vendor	Name	Volume
1914	MCNAMARA SIGNS	2235.03
1930	T MOBILE USA, INC.	1382.08
1960	WALTER E. NELSON CO.	1393.38
1979	MSPT XXII, LLC C/O FLYWAY RETAIL + LIVING	1500
1980	HRA VEBa TRUST	20545.92
1991	WASHINGTON STATE TREASURER	4451
1993	HYAS GROUP, LLC	3750
1994	LAKE CITY PARTNERS ENDING HOMELESSNESS	1125
1999	KING COUNTY POLICE CHIEFS ASSOCIATION	50
2004	RED BARN ENGINEERING, INC.	10778
2048	SMS CLEANING, INC.	12990
2052	J. A. BRENNAN ASSOCIATES, PLLC	12130.5
2137	ECIVIS, INC.	4000
2142	MISSION SQUARE / 109964	84988.67
2175	ELECTRONIC BUSINESS MACHINES	90.01
2176	CANON FINANCIAL SERVICES, INC.	532.16
2183	SISKUN POWER EQUIPMENT	416.57
2210	PACWEST MACHINERY	1976.31
2221	O'REILLY/FIRST CALL	157.34
2236	COMCAST	4181.24
2249	KING COUNTY BAR ASSOCIATION	250
2250	NAMI EASTSIDE	750
2254	U.S. BANK PURCHASE CARDS	34315.31
2262	DILIGENT CORPORATION	17736.86
2270	LAKESIDE INDUSTRIES	1185.78
2284	ENVIROTECH	7973.66
2285	QUALITY WATER FINANCIAL	182.59
2334	NORTHSHORE YOUTH SOCCER ASSOC.	55
2338	58 STARS TRAVEL	1232.8
2360	O'CAIN, MELANIE	295.5
2361	BFI 4 LLC	2000
2369	MARIA SZABLYA RIVAS	150
2386	CECCANTI, INC.	365721.51
2393	SEATTLE PUMP & EQUIPMENT CO./JETTERS NORTHW	457.47
2396	ZIPLY FIBER	976.85
2403	AMERICALL	146.66
2425	THOMCO CONSTRUCTION, INC.	464262.29
2459	NELSON ELECTRIC, INC.	2329.17
2468	DAVIDSON MACRI SWEEPING, INC.	4157.38
2484	LUKASZ LISOWSKI	322.64
2486	CASCADIA LAW GROUP	3150
2489	THE ORIGINAL POOP BAGS	1319.89
2503	NORTH AMERICAN SAFETY, INC.	3098.5
2530	CASCADIA CONSULTING GROUP, INC.	4911.25
2531	BCN TELECOM, INC.	814.96
2540	CHILD CARE RESOURCES	375
2545	KLB CONSTRUCTION, INC.	25536.62
2561	PRR, INC	20827.83
2570	H.D. FOWLER COMPANY	491.43
2577	APPLEONE EMPLOYMENT SERVICES	2882.56
2578	CENTRICITY GIS, LLC	375
2579	CHANIN KELLY-RAE CONSULTING LLC	4895
2589	ABRACADABRA PRINTING	1350.56
2617	STRIDER CONSTRUCTION CO., INC.	512842.47
2618	STEPHANIE LUCASH	291.66
2641	VENTILATION POWER CLEANING, INC.	1265
2660	WASHINGTON FEDERAL BANK	10647.2
2661	JASON RICHARD SPERLING	200

IX. C. Approve  
Total Check #s 51563 through 51651 totaling \$840,760.03 a...

## Vendor Purchasing Report

For Date Range 01/01/2023 - 03/03/2023

Vendor Set: Vendor Set 01

Vendor	Name	Volume
2667	CREATION ORGANICS, LLC	2182.38
2691	E SQUARED SYSTEMS, LLC	132.12
2707	ONTRA MARKETING GROUP	225
2728	NARWHAL MET, LLC	800
2736	PAUL LEE	28684
2737	THERESA TIMMES KING	150
2738	JULIANA FISHER	150
2745	HOME COMFORT ALLIANCE	228.48
2747	CHRISTINE CABATIT	298.49
2748	GOURAV MITRA	250
2750	MID SOUND FISHERIES	250
2751	MERANDA DIRECTO	311.85
2752	MEADOWDALE MARINA LLC	7500
2755	CITY OF KIRKLAND	41049.69
2756	DIVYA GATTU	150
2757	KAT ZUO	100
2758	ALEXA'S CATERING INC.	1531
2759	SAID HAMOOD	150
2761	KARA VAN LUCHENE	150
2762	APPLIANCE REPAIR MM LLC	78.73
2763	LA CONNER INN	758
2764	RHOMAR INDUSTRIES, INC.	42.96
2765	TRUSTEES OF THE HAMLINE UNIVERSITY OF MINNESC	4433.02
Vendor Set Vendor Set 01 Total:		3844791.95

IX. C. Approve  
Total Check #s 51563 through 51651 totaling \$840,760.03 a...











03-03-2023

Final Audit Report

2023-03-08

Created:	2023-03-08
By:	Carla Schnee (cschnee@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcVdi95bDDmurqq1CLEZPZIUo0UprYMxp

## "03-03-2023" History

-  Document created by Carla Schnee (cschnee@kenmorewa.gov)  
 2023-03-08 - 0:55:37 AM GMT- IP address: 50.235.209.34
-  Document emailed to mmerrell@kenmorewa.gov for signature  
 2023-03-08 - 0:58:33 AM GMT
-  Email viewed by mmerrell@kenmorewa.gov  
 2023-03-08 - 2:17:04 AM GMT- IP address: 50.235.209.34
-  Signer mmerrell@kenmorewa.gov entered name at signing as Melinda Merrell  
 2023-03-08 - 2:20:08 AM GMT- IP address: 50.235.209.34
-  Document e-signed by Melinda Merrell (mmerrell@kenmorewa.gov)  
 Signature Date: 2023-03-08 - 2:20:10 AM GMT - Time Source: server- IP address: 50.235.209.34
-  Document emailed to rkarlinsey@kenmorewa.gov for signature  
 2023-03-08 - 2:20:11 AM GMT
-  Email viewed by rkarlinsey@kenmorewa.gov  
 2023-03-08 - 2:36:49 AM GMT- IP address: 50.47.238.254
-  Signer rkarlinsey@kenmorewa.gov entered name at signing as Rob Karlinsey  
 2023-03-08 - 2:37:31 AM GMT- IP address: 50.47.238.254
-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)  
 Signature Date: 2023-03-08 - 2:37:33 AM GMT - Time Source: server- IP address: 50.47.238.254
-  Agreement completed.  
 2023-03-08 - 2:37:33 AM GMT



**Council Business Agenda Item**  
City of Kenmore, WA

Page 15 of 81

<p><b>Subject/Topic:</b> Public Works Operations Center Planning and Design</p> <p><b>Proposed Council Action/Motion:</b> Authorize City Manager to approve Contract 22-C2830 Amendment No. 2 with Wagner Architects and Planners for planning and design services for the City of Kenmore Public Works Operations Center.</p>	<p><b>For Council Meeting Agenda of:</b> March 20, 2023</p> <p><b>Department:</b> Public Works Operations</p> <p><b>Prepared by:</b> Jennifer Gordon, Public Works Operations Director &amp; Richard Sawyer, Environmental Services Director</p> <table><tr><td><b>Approved by Department Head:</b></td><td><u>Initial &amp; Date</u> JG 3/10/2023</td></tr><tr><td><b>Approved by City Attorney:</b></td><td>N/A</td></tr><tr><td><b>Approved by Finance Director:</b></td><td></td></tr><tr><td><b>Approved by City Manager:</b></td><td>RK 3/13/23</td></tr></table> <p><b>Exhibits/Attachments:</b> Contract 22-C2830 Contract 22-C2830 Amendment No. 1 Contract 22-C2830 Amendment No. 2</p>	<b>Approved by Department Head:</b>	<u>Initial &amp; Date</u> JG 3/10/2023	<b>Approved by City Attorney:</b>	N/A	<b>Approved by Finance Director:</b>		<b>Approved by City Manager:</b>	RK 3/13/23
<b>Approved by Department Head:</b>	<u>Initial &amp; Date</u> JG 3/10/2023								
<b>Approved by City Attorney:</b>	N/A								
<b>Approved by Finance Director:</b>									
<b>Approved by City Manager:</b>	RK 3/13/23								
<p><b>Information/Background:</b></p> <p>The City executed Contract 21-C2756 with Wagner Architects and Planners on October 14, 2021, for planning and design services of the Public Works Operations Center. The initial work within the contract included current and future operations programs analysis, conceptual design ideas, and support for presenting the concepts to the City Council and the Planning Commission for the planned re-zone of the properties purchased in 2021.</p> <p>In September 2022, staff presented the Council with a more detailed conceptual design, using many environmental features knowing the City was slated to adopt its first Climate Action Plan; however, the City Council directed staff to come back with more options, for comparison purposes, using a reduced footprint and a more standard approach to developing the site.</p> <p>Staff recommended executing a new contract with Wagner Architects and Planners to provide more detailed design concepts that included comparable options with the associated costs to complete.</p> <p>The Scope of Work for Contract 22-C2830 for architectural and planning services includes:</p> <p><b><u>Task One: Expand and Confirm Program Requirements</u></b></p> <p>The intent of Task One is to confirm needs, requirements, and constraints. It will include confirmation of all typical requirements but will also clearly discuss and define environmental goals and approaches to achieve these goals. We recommend looking at other successful Public Works facilities during this phase to help structure operational ideas as well as construction solutions.</p> <ul style="list-style-type: none"><li>• Operational Program</li><li>• Code Review</li><li>• Environmental Goals</li></ul> <p>IX. D. Authorize the City Manager to execute Contract No. 22-C2830 Amend...</p>									

- Constraints and Expectations
- Green Design Workshop

### **Task Two: Outline Two Different Approaches to Design**

This Task would delineate two different approaches to use of the property and approaches to design. Each would include comparative costs for both design and development. The costs will be developed in enough detail that the City can agree on a budget for design and construction.

- Design Options
- Cost Estimates

The estimated net carbon footprint, as well as maintenance and utility cost estimates, will be included in the comparison of the two options.

### **Task Three: Refine Final Approach to Design and Development**

Based on City Council Direction, the approach to design and development would be refined to incorporate the review and direction.

- Design Contract
- Project Schedule
- Project Budget
- Project Design Goals & Requirements

Task One was completed, but staff continues to work with Wagner to complete Tasks Two and Three. While the planning and design of a new facility is fairly straight forward, the actual development of the facility on the chosen site is more complicated. The properties acquired require additional tasks and permitting to prepare the site for actual site development as well as ongoing future operations. As staff and Wagner continue to develop a master plan concept and break down the project into smaller phases in order to fit within the set budget, we are also working on a set of additional tasks to keep the project moving along.

In order to move forward with developing the site those additional tasks include the following:

1. Change zoning from Residential to Public/Semi-Public.
  - The zoning change is being done within the Comprehensive Plan Amendments currently in process.
2. Complete a Boundary Line Adjustment (BLA) to incorporate three parcels into one single parcel. Major requirements for the BLA application include:
  - Project description, certification of water and sewer availability, legal descriptions (existing and proposed, maps prepared by a licensed surveyor, critical area study, and title reports.
3. Obtain a Conditional Use Permit (CUP) to be able to house a public works operation on the site under the new public/semi-public zoning designation. Major requirements for the CUP application include:
  - Conditional use justification report, public notifications within 1000ft of the site, certificate of water and sewer availability, title report, map completed by a professional engineer/architect, geotechnical report, conceptual civil plan, drainage analysis, tree management and protection plan, landscape plan, Traffic Impact Analysis (TIA), road standards variance, if necessary, critical areas study, and a completed SEPA Environmental Checklist.

Most of the items/tasks required with the BLA and CUP will also be requirements for the future development permits. Due to the nature of the tasks we must increase the overall contract amount with our architect, Wagner and Planners to complete the BLA and CUP.



Amendment No. 1 for Contract 22-C2830 was to extend the length of the original contract; with Amendment No. 2 staff is requesting an additional \$150,000.00 to complete the tasks referenced above (zoning, BLA, and CUP). At a later date, another amendment to Contract 22-C2830 to be brought forward for Council consideration to approve the full design (including bid specifications) of the project.

Staff plans to return to Council with more refined costs to complete options for the Public Works Operations Center in May of this year.

**Fiscal Consideration:**

Contract 22-C2830 costs will be based on the rates set forth in Exhibit B in a sum not to exceed an additional \$150,000.00 to be charged to the project, bringing the contract amount to \$350,000.00. The City Council approved the first phases financing for the project, bringing total current available funding to \$10 million. Additional funds beyond \$10 million will need to be financed and allocated when we have a better understanding of the total cost to complete and when we are further along in the project.

**Council Goal/Budget being Addressed:**

Several points from Kenmore’s 20-Year Vision as adopted in the Comprehensive Plan:…we see Kenmore as a fun, vibrant waterfront community that:

- Supports recreation and health through well-maintained parks, trails, and open spaces;
- Protects natural and environmentally sensitive areas, significant open space, trees, and air and water quality; and
- Provides a safe, reliable, and effective system of streets, sidewalks, bikeways, trails, and transit routes.

Council’s 2023-2024 Priority #1 “Implement the Adopted Climate Action Plan and Promote Environmental Stewardship, including Water, Air, Forest, and Habitat Restoration and Preservation.”

Organizational Service Vision: Propelling Kenmore Upward: We create a thriving community where all people love where they live.

**City of Kenmore Contract No. 22-C2830****CONSULTANT CONTRACT**

This Agreement is entered into by and between the City of Kenmore, Washington, a municipal corporation ("City") and Wagner Architects and Planners, ("Consultant") whose principal office is located at 1916 Pike Place, Seattle, Washington, 98101.

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

1. Scope of Services to be Performed by Consultant. The Consultant shall perform the services described in Exhibit "A" of this Agreement. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "C."

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit "B."

X A sum not to exceed \$200,000.00

     Other (describe): \_\_\_\_\_  
\_\_\_\_\_

The Consultant shall complete and return to the City Exhibit "D," federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

3. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing upon execution and ending December 30, 2022 unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not.

5. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. The Consultant will be solely responsible for its acts and for the acts of its agents, employees, subconsultants or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.

6. Indemnification.

A. Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

C. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

D. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Consultants and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

E. Verification of Coverage. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

H. No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven (7) years after termination of this Agreement, unless permission to destroy them is granted by the Office of the Archivist in accordance with Chapter 40.14 RCW and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by the City during the performance of this Agreement. All work products, data, studies, worksheets, models, reports and other materials in support of the performance of the service, work products, or outcomes fulfilling the contractual obligations are the products of the City.

10. Termination.

A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City.

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen (14) days written notice, or in the event that outstanding invoices are not paid within sixty (60) days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical disability, or other circumstance prohibited by federal, State or local law or ordinance, except for a bona fide occupational qualification.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the City.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. Non-appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which

funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. If there is a conflict between the terms and conditions of this Agreement and the attached exhibits, then the terms and conditions of this Agreement shall prevail over the exhibits. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. Notices. Notices to the City of Kenmore shall be sent to the following address:

City Clerk  
City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028-0607

Notices to the Consultant shall be sent to the following address:

Robert Wagner  
\_\_\_\_\_  
1916 Pike Place  
\_\_\_\_\_  
Seattle, WA 98101  
\_\_\_\_\_  
Phone No.: 206 448-2528  
\_\_\_\_\_

18. Applicable Law; Venue; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

19. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CONSULTANT

By: Robert Wagner  
Robert Wagner (Jun 3, 2022 11:19 PDT)

Title: principal

Date: Jun 3, 2022

CITY OF KENMORE

By: Rob Karlinsky  
Rob Karlinsky (Jun 3, 2022 13:45 PDT)

Title: City Manager

Date: Jun 3, 2022

May 16, 2022  
 Ms. Jennifer Gordon  
 Public Works Operations Manager  
 City of Kenmore  
 18120 68<sup>th</sup> Ave NE  
 Kenmore, WA 98028

Subject: Proposal for Consultant Services: New Public Works Facilities

Ms.Gordon:

This letter outlines a proposed extension to our contract for pre-design services in the development of new City of Kenmore Public Works facilities on NE 202<sup>nd</sup> Street in Kenmore, WA. The purpose of this work is to delineate alternate approaches to development so that the City Council can approve a direction for design. The first approach will approach design as a private developer might. The second approach would approach design in a way that advances the City's Climate Action Plan policies and goals.,

#### **BACKGROUND AND UNDERSTANDING OF THE WORK**

The City acquired a property specifically for the proposed facility. Development as a maintenance base requires a zoning change and that change is expected to be complete by the end of July. Before acquisition the City reached out to neighbors to identify any potential concerns and opposition. Concerns were expressed about the potential visual and traffic impact of development.

In 2021, the City retained Wagner Architects to illustrate potential site development. Wagner worked with City staff to identify operational requirements and to define a space program to guide initial planning. That program should now be critically reviewed and confirmed before the beginning of design.

Using this preliminary program, Wagner then provided concept development drawings for the Planning Commission in support of the proposed zoning change. The concept proposal attempted to be Environmentally and Community Friendly. It screened neighbors, saved significant growths of trees, and allowed for solar optimization. It addressed concerns of traffic impact by limiting driveways and by offering the potential for separate student access to the adjacent school.

The City now wishes to identify a clear direction for design and a budget for development. This proposed contract extension is intended to provide the City Council with choices and recommendations for both design direction and budget.

We should note that as a project evolves, there are often refinements and changes in both direction and budget. The cost of the project may change with more detailed design or because of changes in market conditions. City policies may evolve or real needs may change. This contract extension will provide recommendations for the next phase of detailed design. Detailed architectural design it will be submitted in phases to allow sequential review by the City. Adjustments to scope and budget can be made as the design evolves.

## **SCOPE OF WORK**

### **Task One: Expand and Confirm Program Requirements**

The intent of this Task is to confirm needs, requirements, and constraints. It will include confirmation of all typical requirements, but will also clearly discuss and define Environmental goals and approaches to achieve these goals. We recommend looking at other successful Public Works facilities during this phase to help structure operational ideas as well as construction solutions.

#### **A. Operational Program**

Confirm the City's operational and design requirements.

Observe existing operations and facilities and ask users to tell us what works and what could be improved.

Should the development include or allow for additional activities now at City Hall?

#### **B. Code Reviews**

Identify all code and permit requirements

#### **C. Environmental Goals**

The purpose of this Task is to explore ideas to promote the City's Climate Action Plan policies. It would identify development choices and the impacts of each on budget and schedule.

Identify already expressed goals and ideas

Workshop with City and consultants to discuss goals and programs

Identify potential consultant fees associated with goals and programs

Identify potential capital costs associated with goals and programs

#### **D. Community Goals**

How should the development interact with its neighbors?

What amenities could be included?

Should development include any community use facilities?

#### **E. Constraints and Expectations**

Identify budget constraints and goals for design and construction

Identify schedule constraints, goals and requirements

Identify any existing commitments and expectations for development

#### **Process:**

Interviews and observations

Green Design Workshop

#### **Deliverables:**

Written summaries of each work element.

A refined operational program.

A summary of applicable code and permit requirements.

A summary of community goals and potential project impacts

A Notes from meetings and discussions

The summary report on Environmental Goals will be used to guide the choices in Task Two.



**Task Two: Outline Two Different Approaches to Design**

This Task would delineate two different approaches to use of the property and approaches to design. Each would include comparative costs for both design and development. The costs will be developed in enough detail that the City can agree on a budget for design and construction.

Deliverables:

- Narrative description of each approach
- Alternate Approaches to Construction Delivery: 1 or more construction contracts. This could include a first contract for site work followed by a second contract for buildings and site completion.
- Potential Consultant Fees
- Potential Construction Costs
- Potential Development Schedules for Design and Construction
- A capital cost estimate.

Presentation drawings could be prepared at this phase.

Process:

- Meetings with City Staff
- Presentation to the City Council

**Task Three: Refine Final Approach to Design and Development**

Based on City Council Direction, the approach to design and development would be refined to incorporate the review and direction.

Deliverables:

- Design Contract
  - With schedule
  - With budget
  - With clearly stated design goals and requirements

The proposed scope of work will include several disciplines working as sub-consultants to Wagner. Most proposed consultants have worked with Wagner on similar projects, or they have experience with Kenmore or with the site. We generally recommend working with small offices or offices where the principal is actively involved in the design work. The results of the Green Workshop may suggest alternatives.

Landscape Architects: The Berger Partnership

Berger is well known to the City. They have suggested 3 different project managers, the City is most familiar with Guy Mich..

Civil Engineers: Coughlin Porter Lundeen

CPL was the civil engineer for the adjacent junior high and already have familiarity with the site. They would also be able to quickly complete a first site development contract if the City decides on this approach.

Structural Engineering: Frank Co., Liz Fekete

This is a small firm with whom we work whenever possible  
We have worked with Liz on similar projects, including a new Public Works facility for Kent with 12 buildings on 22 acres

Structural Engineering: DCI

DCI were structural engineers on the Bullitt Building and are large enough to have specialists in Sustainable Design

Wagner has worked with DCI on similar facilities in Shoreline, Bothell, Kirkland, Redmond, and Issaquah.

Mechanical and Electrical Engineering: Tress West

Wagner has worked on similar facilities with TW in Shoreline, Bothell, Issaquah, Kirkland, Kent, and Wenatchee

Sustainability: PAE: PAE, "Sustainable Engineering," Electrical and Mechanical

Engineers. This is a very large firm with specialists in sustainability. They were engineers for Bullitt Building.

Cost Estimator: Project Delivery Analysts, Bill Jones

Wagner is working with PDA on projects for Kent, Burien, and Issaquah

Solar Design: MZ Solar Consulting. Michiel Zuidweg

Wagner worked with MZ on a 13,000 solar array for a San Juan Co Public Works Operation Center on San Juan Island

Building Envelope: Wetherholt Associates, Don Davis

Geotechnical Work: Shannon Wilson

Survey: Axis Surveyors Wetlands:

Watershed



# EXHIBIT C

## CITY OF KENMORE BILLING INVOICE

To: City of Kenmore  
18120 68<sup>th</sup> Ave. NE  
Kenmore, Washington 98028  
Phone: (425) 398-8900  
Fax: (425) 481-3236

Specific Project: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Contractor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$\_\_\_\_\_

**Attach itemized description of services provided.**

\_\_\_\_\_  
Authorized signature

*For Department Use Only*

### BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Balance remaining	\$ _____

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_









# Contract 22-C2830 Combined E-abc

Final Audit Report

2022-06-03

Created:	2022-06-03
By:	Jennifer Gordon (jgordon@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYUAwBDvly1knJJcM_HMkqaRZoDYH_-RG

## "Contract 22-C2830 Combined E-abc" History

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 2022-06-03 - 6:17:40 PM GMT- IP address: 54.183.235.223
  
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-  Document e-signed by Rob Karlinsey (rkarlinsey@kenmorewa.gov)  
 Signature Date: 2022-06-03 - 8:45:48 PM GMT - Time Source: server- IP address: 24.22.167.111
  
-  Agreement completed.  
 2022-06-03 - 8:45:48 PM GMT



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**CITY OF KENMORE CONTRACT NO. 22-C2830  
AMENDMENT NO. 1**

Architecture and Planning Services for Kenmore Public Works Facility

This Amendment No. 1 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Wagner Architects and Planners a Washington limited liability company/sole proprietorship (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

**RECITALS:**

- A. The City and Contractor entered into an agreement on June 3, 2022 for the purpose of Kenmore Public Works Maintenance Facility Architecture and Planning Services (“Agreement”).
- B. The Agreement needs to be amended the duration of the agreement.
- C. In order to make this change, the Agreement needs updating.

**AMENDMENT TO AGREEMENT:**

- 1. **Amendment.** Section 3. Duration of Agreement, of the Agreement is hereby amended to read as follows:

Section 3. Duration of Agreement. This agreement shall be in full force and effect for a period commencing on January 1, 2023 and ending December 31, 2024 unless sooner terminated under the provisions of this Agreement in each and all of its provisions in which performance is required.

- 2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
- 3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other

provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.

4. **Effective date.** This Amendment shall be effective as of January 1, 2023.

DATED this 2nd day of February, 2023.

CONSULTANT:

BY: *Robert Wagner*  
Robert Wagner (Feb 2, 2023 11:15 PST)

Name: Robert Wagner

Title: Principal

Address: 1916 Pike Place, Seattle

1916 Pike Place, Seattle

1916 Pike Place, Seattle

Phone No.: 206 44-2528

CITY OF KENMORE:

BY: *Rob Karlinsey*  
Rob Karlinsey (Feb 2, 2023 11:45 PST)

Rob Karlinsey  
City Manager

APPROVED AS TO FORM:

*Dawn Reitan*  
Dawn Reitan (Feb 2, 2023 11:51 PST)  
Kenmore City Attorney's Office











# Contract 22-C2830 Amendment No. 1 - Wagner Architects and Planners

Final Audit Report

2023-02-02

Created:	2023-02-02
By:	Jennifer Gordon (jgordon@kenmorewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASsiL0uCaDcEWvmKJ4-CZgQ-dbWgMsndK

## "Contract 22-C2830 Amendment No. 1 - Wagner Architects and Planners" History

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Signature Date: 2023-02-02 - 7:45:08 PM GMT - Time Source: server- IP address: 50.235.209.34
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Document e-signed by Dawn Reitan (dreitan@insleebest.com)

Page 33 of 81

Signature Date: 2023-02-02 - 7:51:50 PM GMT - Time Source: server- IP address: 209.63.25.21



Agreement completed.

2023-02-02 - 7:51:50 PM GMT



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**CITY OF KENMORE CONTRACT NO. 22-C2830  
AMENDMENT NO. 2**

Architecture and Planning Services for Kenmore Public Works Facility

This Amendment No. 1 is entered into between the City of Kenmore, a Washington municipal corporation (“City” or “Kenmore”) and Wagner Architects and Planners a Washington limited liability company/sole proprietorship (“Contractor”). City and Contractor are each a “Party” and together “Parties” to this Amendment.

The Parties hereby agree as follows:

**RECITALS:**

- A. The City and Contractor entered into an agreement on June 3, 2022, for the purpose of Kenmore Public Works Maintenance Facility Architecture and Planning Services (“Agreement”).
- B. The Agreement needs to be amended the duration of the agreement.
- C. In order to make this change, the Agreement needs updating.

**AMENDMENT TO AGREEMENT:**

- 1. **Amendment.** Section 2 Compensation and Method of Payment, of the Agreement is hereby amended to read as follows:

Section 2. Compensation and Method of Payment. The Consultant shall request payment for work performed using the billing invoice form at Exhibit “C.”

The City shall pay Consultant:

[Check applicable method of payment]

X According to the rates set forth in Exhibit “B.”

X A sum not to exceed \$350,000.00

\_\_\_ Other (describe): \_\_\_\_\_

The Consultant shall completed and return to the City federal tax Form W-9, prior to or along with the first billing invoice. The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

2. **Severability.** The provisions of this Amendment are declared to be severable. If any provision of this Amendment is, for any reason, held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.
3. **Entire Agreement.** The written provisions and terms of this Amendment shall supersede all prior verbal statements of any officer or other representative of the parties, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Amendment. The entire agreement between the Parties with respect to the subject matter hereunder is contained in the Agreement and exhibits thereto, any prior executed amendments and this Amendment. Should any language in any of the Exhibits to the Agreement or prior amendments conflict with any language contained in this Amendment, then this Amendment shall prevail. Except as modified by this Amendment, all other provisions of the original Agreement and any amendments thereto not inconsistent with this Amendment shall remain in full force and effect.
4. **Effective date.** This Amendment shall be effective as of March 13, 2023.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

CONSULTANT:

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

CITY OF KENMORE:

BY: \_\_\_\_\_

Rob Karlinsey

City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenmore City Attorney's Office



## City Council Business Agenda Item

### City of Kenmore, WA

**Subject/Topic:** Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project – Construction Management Services Contract Extension

**For Council Meeting Agenda of:** March 20, 2023

**Department:** Public Works

**Prepared by:** Kent Vaughan

**To Be Presented By:** NA

**Proposed Council Action/Motion:**

Authorize the City Manager to execute Amendment #8 to Contract 16-C1625 with HDR Engineering Inc. increasing the contract amount by \$189,758 and extending construction management services through June 2023 to complete the Juanita Drive NE Pedestrian and Bicycle Safety Improvements Project.

**Initial & Date**

**Approved by Department Head:** JV 3/15/23

**Approved by City Attorney:** NA

**Approved by Finance Director:** MM 3/15/23

**Approved by City Manager:** RK 3/15/23

**Exhibits/Attachments:**

N/A

City staff is requesting authorization from City Council to execute Contract 16-C1625 Amendment 8 for additional consultant construction management services through June 30, 2023. Additional construction management services are needed due to the contractor's inability to complete the project within the allowable contract days. Currently, the consultant construction management services team for the Juanita project includes HDR and KBA:

- HDR, Inc. manages the contract and provides engineering support during construction on an as needed basis.
- KBA provides the day-to-day construction management, inspection, and material testing for the project. KBA's project staff includes a Resident Engineer and a Field Inspector.

The original HDR design contract with amendments is summarized in the table below:

Contract No.	Date Executed	Scope of Work	Contracted Amount	Cumulative Contract Amount
Original 16-C1625 Contract	Feb 28, 2017	Complete design and Plans, Specifications & Estimate (PS&E) preparation	\$1,485,384	\$1,485,384
16-C1625 Supp. #1	Aug 16, 2017	Add NEPA Permitting if federal funds were secured	\$45,464	\$1,530,848
16-C1625 Supp. #2	Nov 20, 2018	Add right-of-way acquisition services to contract	\$395,444	\$1,926,292
16-C1625 Supp. #3	Nov 26, 2019	Extend design contract duration through April 30, 2020	N/A	\$1,926,292
16-C1625 Supp. #4	Apr 10, 2020	Provide construction management services through Dec 31, 2021	\$1,541,494	\$3,467,786

IX. E. Authorize the City Manager to execute Amendment #8 to Contract No...

16-C1625 Supp. #5	Dec 6, 2021	Extend construction management services through July 2022	\$465,832	\$3,933,618
16-C1625 Supp. #6	June 27, 2022	Extend construction management services through Dec 2022	\$385,481	\$4,319,099
16-C1625 Supp. #7	Nov 17, 2022	Extend contract expiration date to June 1, 2023	N/A	\$4,319,099
16-C1625 Supp. #8	TBD	Extend construction management services through June 30, 2023	\$189,758	\$4,508,857

**BACKGROUND:**

Juanita Drive NE construction started in July 2020. The original construction contract included 350 working days to complete the project. Executed change orders to date have increased the contract duration by 154.5 working days (almost 8 months). Increased contract days are primarily attributed to underground Ziply fiber optic bank conflicts with the new storm drainage installation (2.5 months) and the King County Concrete labor strike (4+ months) in 2021.

Contract working days expired at the end of August 2022. Liquidated damages have been assessed against the contractor to recover city overhead / construction management costs. To date, liquidated damages for 73 working days totaling approximately \$344k have been withheld from contractor earnings. At the time of this writing, most of the contract work is now complete. Since the contractor has been unable to complete the final critical path work item: *paint striping of the roadway between NE 155<sup>th</sup> ST and NE 143<sup>rd</sup> ST* until onsite / weather conditions allow, a suspension of work was agreed to by the city on February 16, 2023. Liquidated damages have not been assessed during the suspension of work, which is scheduled to end April 2, 2023.

During the suspension, the city has identified areas of pavement failure (raveling, potholes) in the new asphalt overlay on Juanita Drive NE between NE 155<sup>th</sup> ST and NE 143<sup>rd</sup> ST, which will need to be re-paved by the contractor at their expense, prior to final paint striping. The project team will be meeting with the paving contractor the week of March 20 to assess re-paving limits and schedule the work. Once the pavement repairs and final striping are completed, the city will issue substantial completion and stop counting working days / assessing liquidated damages. Substantial completion is defined as the day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the physical completion of the total contract.

**FISCAL CONSIDERATION:**

Projected project revenues and expenditures are summarized below:

**PROJECTED REVENUES**

<b>Description</b>	<b>Amount</b>	<b>%</b>
Franchise Utilities (PSE/Ziply)	\$264,599.00	1.4%
Franchise Utilities (Ziply)*	TBD	0.0%
City of Kenmore W&W Bond Funds	\$5,000,000.00	26.8%
City of Kenmore Local Funds	\$6,259,050.00	33.5%
WSDOT Ped/Bike Safety	\$2,525,100.00	13.5%
Dept. of Ecology**	\$1,578,638.00	8.5%
Sound Transit	\$1,500,000.00	8.0%
WA State Commerce	\$194,000.00	1.0%
Northshore Utility District	\$1,357,526.00	7.3%
	<b>\$18,678,913.00</b>	<b>100%</b>

**PROJECTED EXPENDITURES**

<b>Description</b>	<b>Amount</b>	<b>%</b>
City Administration	\$342,000.00	2%
Design	\$1,663,636.00	9%
Right-of-Way	\$653,900.00	3%
Construction Management	\$2,582,565.00	14%
Construction	\$13,502,380.00	72%
	\$18,744,481.00	100%

Estimated Project Budget Deficit (\$18,744,481 – 18,678,913) = \$65,568.

The City expects to recover the additional construction management and other costs (ex. staff time) via liquidated damages and Ziply reimbursements.

\*Approximately \$526k in cost has been incurred by the city due to Ziply's utilities not being properly relocated in advance of construction as directed by the city. Ziply is currently disputing this amount and staff continue to negotiate with Ziply on the amount to be reimbursed to the city.

**COUNCIL PRIORITIES BEING ADDRESSED:**

Council Priority 3: Enhance Multimodal Transportation Implementation, including Pedestrian and Bicycle Safety.

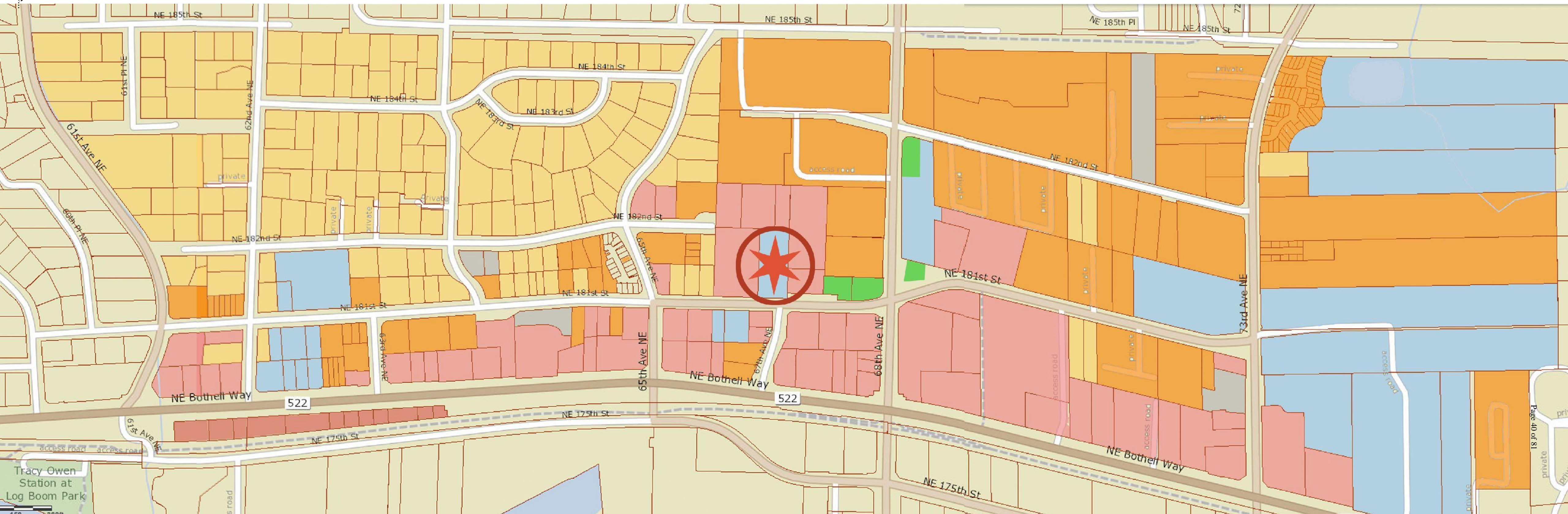
Council Priority 5: Complete the Walkways and Waterways projects.

# Bench and Kenmore Village Revitalization Strategy “Left, Right and Center”



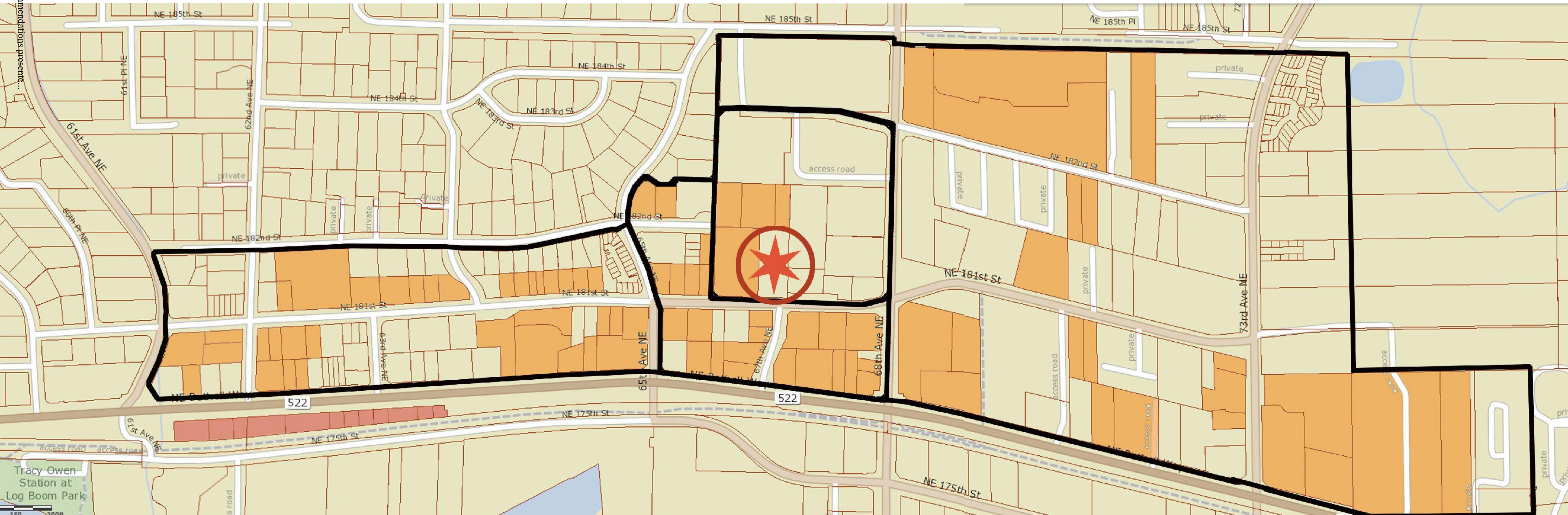


# How can the City stimulate investment in the Bench & Kenmore Village?



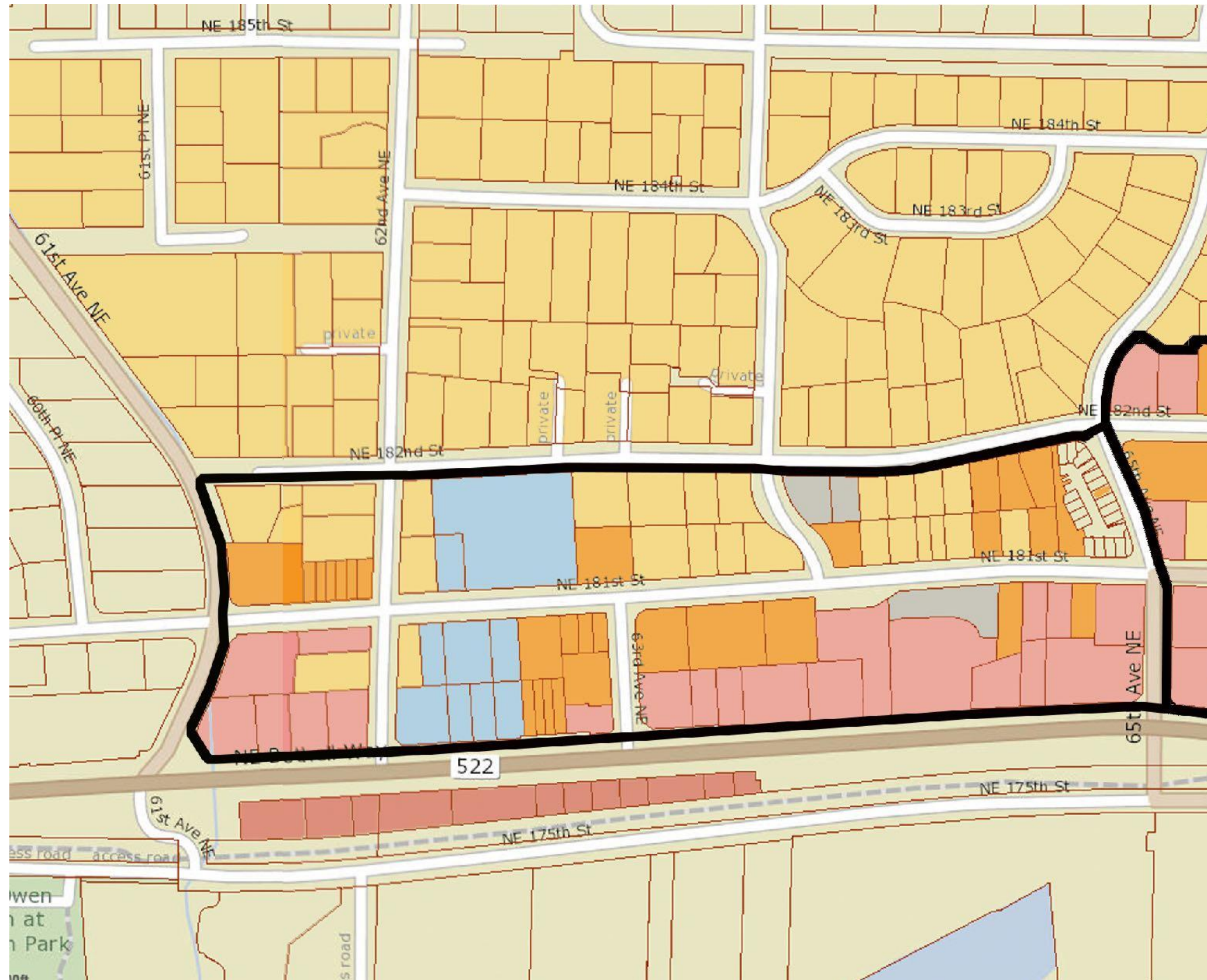


# “Left”, “Right” and “Center”





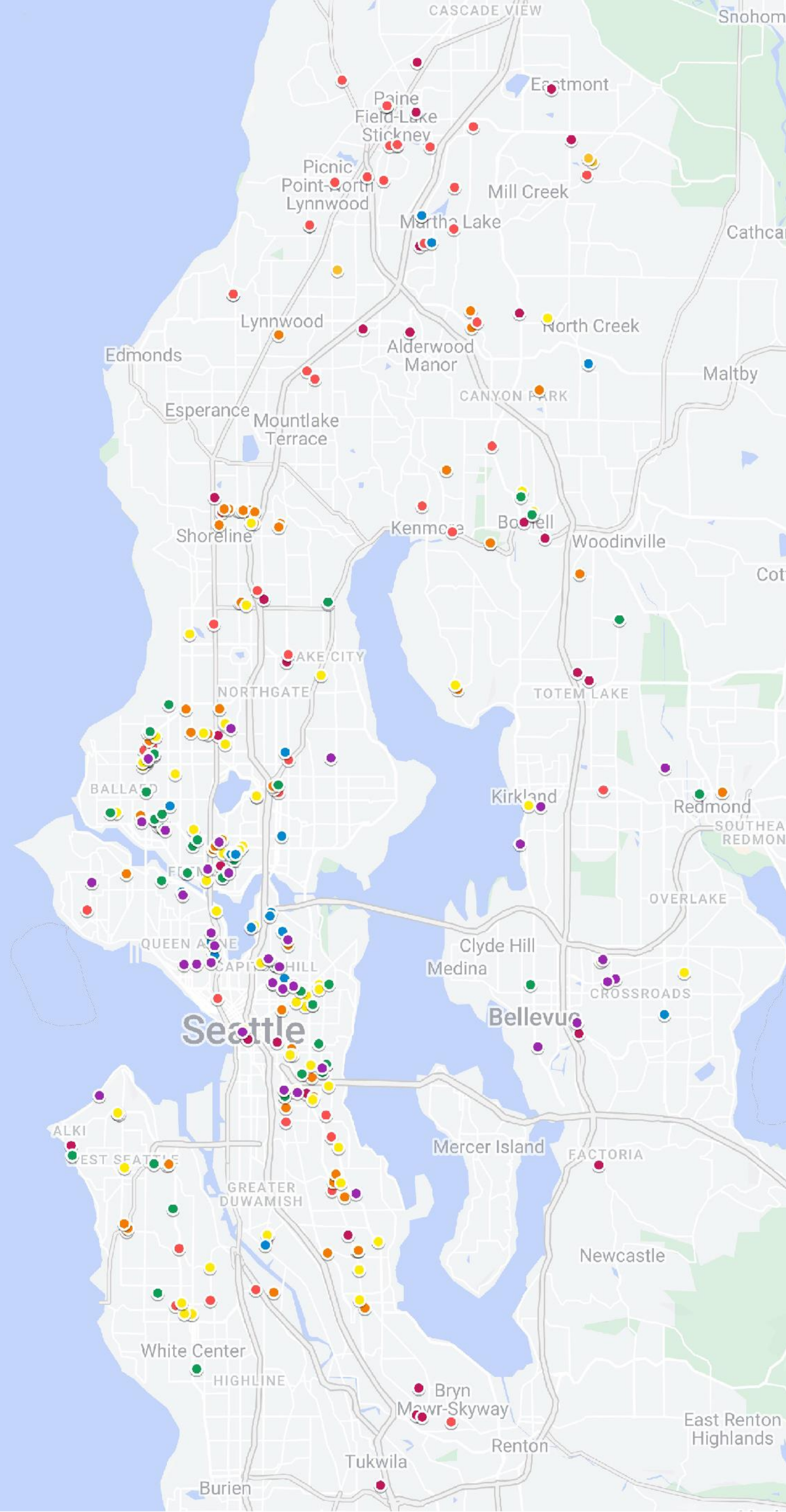
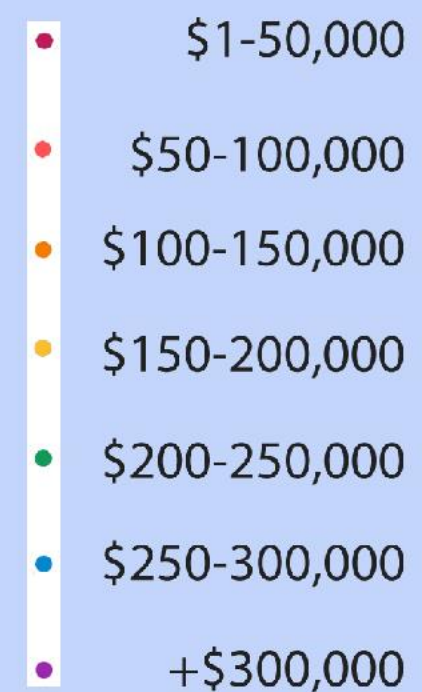
# “Left”: Land Uses



- Dominant presence of 522.
- Narrow sites.
- Choices of drive-thru restaurants or townhouses.



## MF LOT VALUES

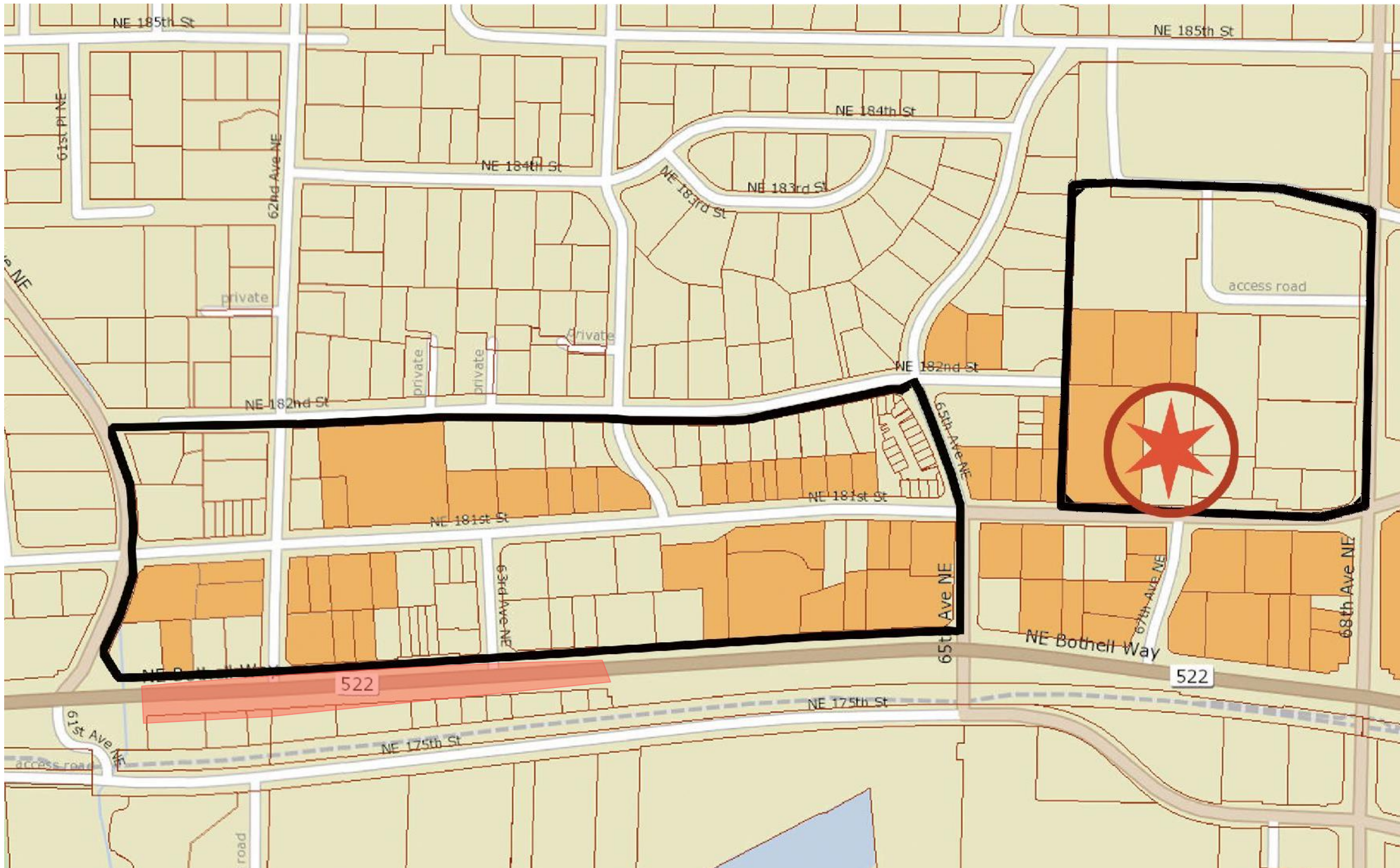


# Analysis

- ▶ Appraisal and title reports.
- ▶ Multifamily land transactions.
- ▶ Tax and use data.
- ▶ Broker and developer calls.
- ▶ Extensive walking and driving.



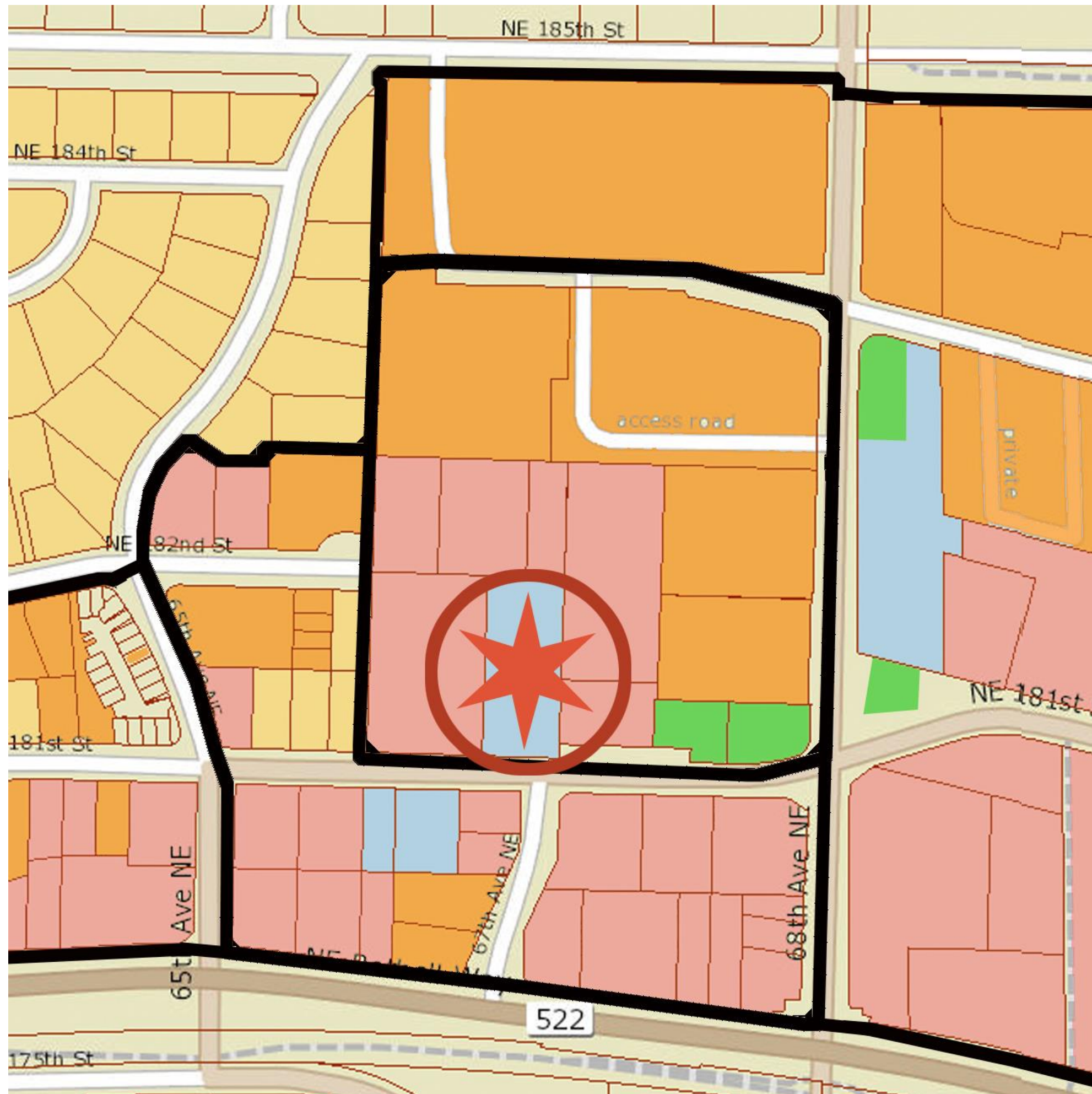
# Left: Create a “Cascade of Value”.



- Young people on the Eastside need a place to buy.
- Regional demand for affordable owner-occupied housing.
- Large sites like U.S. Bank, church infill.



# Center Challenges



- Other landowners not developing.
- Only four privately-owned undeveloped properties in Kenmore Village
- Issues of access and exposure.



# Center Strategy: Create A “Main Street”

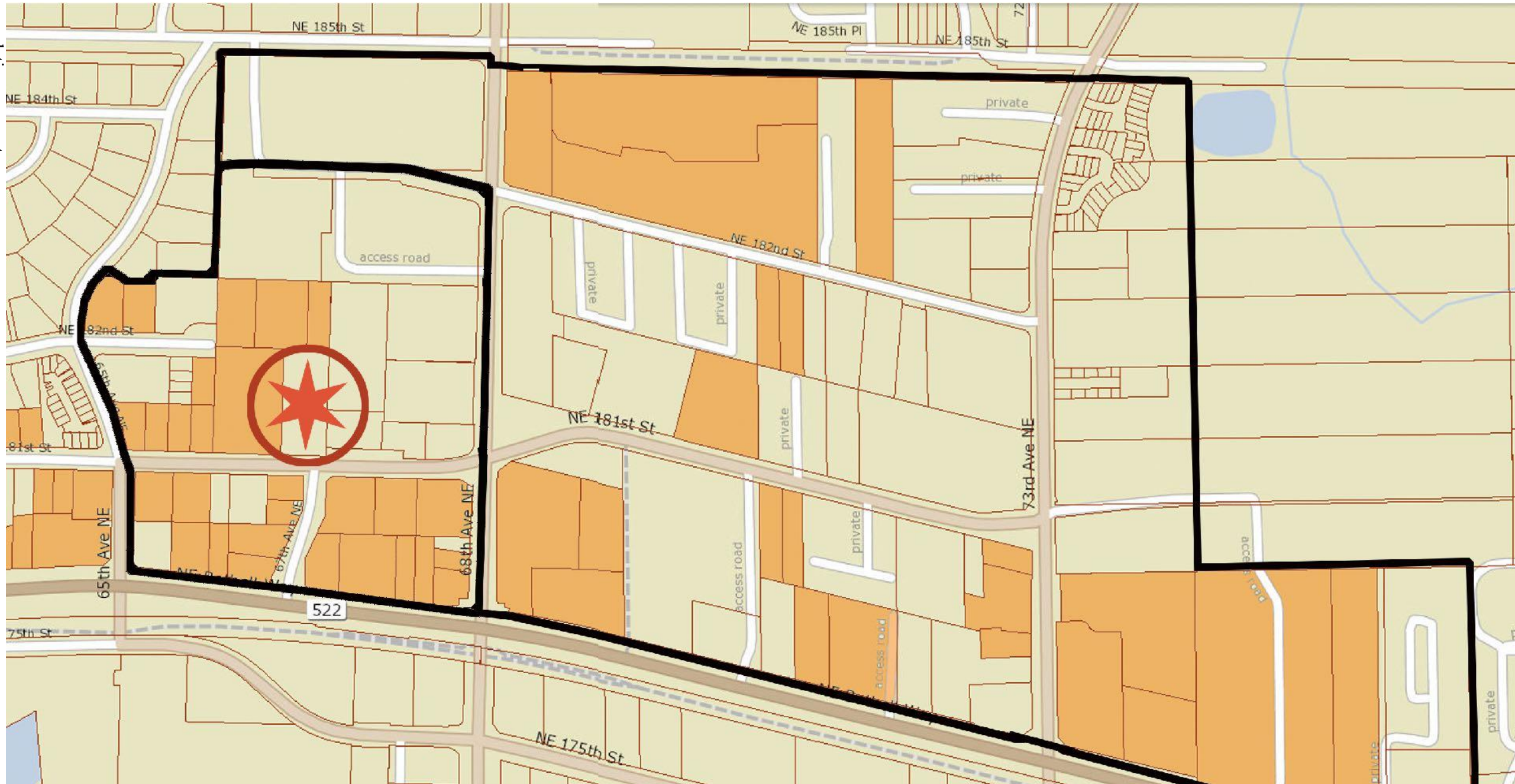


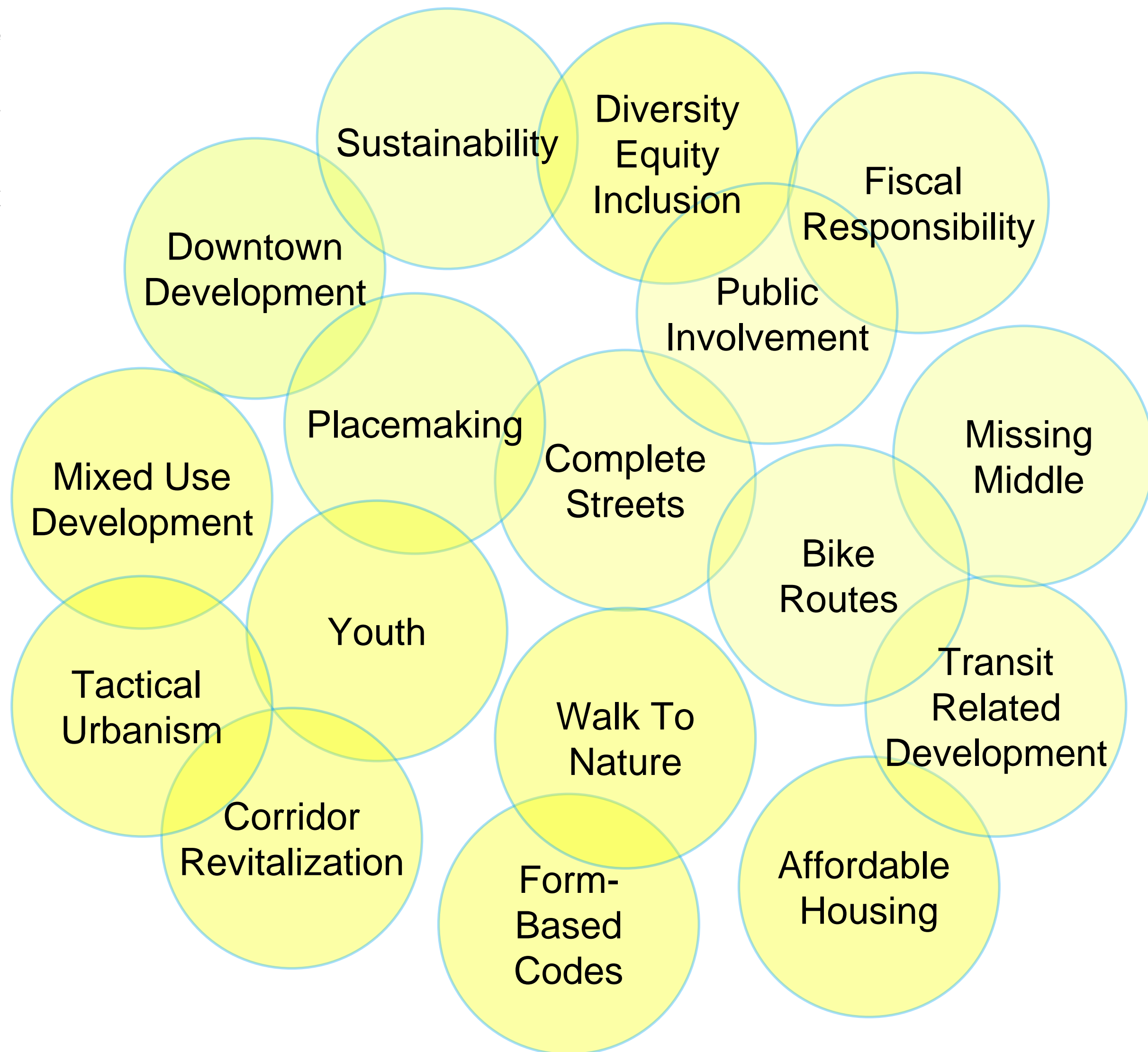
- A place for retail with access and exposure east, west and south
- Put more properties in play.
- “Front door” on 522.



# Right: Car-Free Housing

- Kenmore Village becomes a chassis for car-free living.
- Parking cost = land cost.
- Major opportunity for more units.





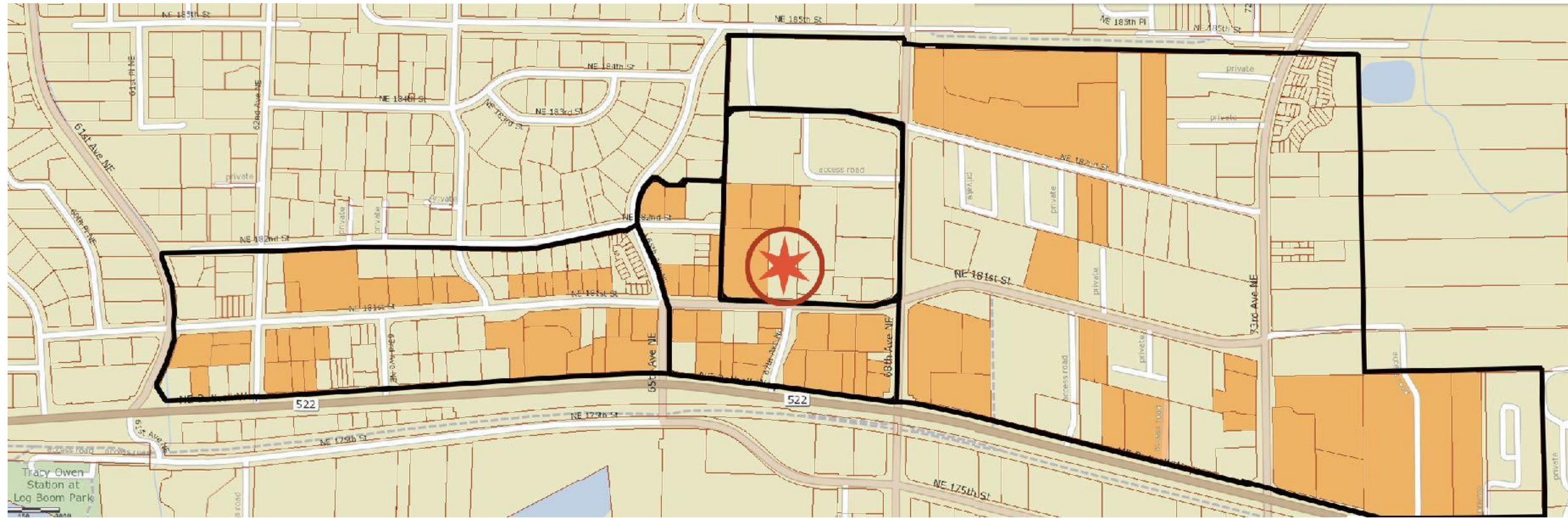
# Considerations

1. Holistic decision making.
2. Post-Covid opportunities for urban revitalization.
3. Increasing competition.



# Next Steps

1. Program and draw expanded KV.
2. Review zoning and approvals.
3. Expand developer dialogue.





## City Council Agenda Bill City of Kenmore, WA

<p><b>Subject/Topic:</b> Development Services Building Code update informational presentation.</p> <p><b>Proposed Council Action/Motion:</b> Feedback and direction from the City Council is requested on potential amendments.</p>	<p><b>For Council Meeting Agenda of:</b> <u>March 20, 2023</u></p> <p><b>Department:</b> <u>Development Services</u></p> <p><b>Prepared by:</b> <u>Building Official, Tom Phillips and</u> <u>Lukasz Lisowski, Building Plans</u> <u>Examiner and Inspector</u></p> <table><thead><tr><th></th><th><u>Initial &amp; Date</u></th></tr></thead><tbody><tr><td><b>Approved by Department Head:</b></td><td><u>SL 3/3/23</u></td></tr><tr><td><b>Approved by City Attorney:</b></td><td><u>N/A</u></td></tr><tr><td><b>Approved by Finance Director:</b></td><td><u>N/A</u></td></tr><tr><td><b>Approved by City Manager:</b></td><td><u>RK 3/8/23</u></td></tr></tbody></table> <p><b>Exhibits/Attachments:</b> Attachment 1 - Memo (with Exhibits) Exhibit A - Appendix A Exhibit B - Appendix B Exhibit C - Appendix C Exhibit D - Letter to the SBCC from the King County-Cities Climate Collaboration (K4C) Attachment 2 - PowerPoint Presentation</p>		<u>Initial &amp; Date</u>	<b>Approved by Department Head:</b>	<u>SL 3/3/23</u>	<b>Approved by City Attorney:</b>	<u>N/A</u>	<b>Approved by Finance Director:</b>	<u>N/A</u>	<b>Approved by City Manager:</b>	<u>RK 3/8/23</u>
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<b>Approved by City Manager:</b>	<u>RK 3/8/23</u>										
<p><b><u>INFORMATION/BACKGROUND:</u></b> In preparation for the State-mandated building code adoption effective July 1, 2023, staff is providing an informational presentation to City Council and the community to summarize upcoming changes. Staff is asking for feedback on potential amendments. The memo in Attachment #1 also discusses the following Council-initiated requests:</p> <ul style="list-style-type: none"><li>○ Require new buildings to have heat pumps instead of furnaces</li><li>○ Require new buildings to be solar ready and EV ready</li><li>○ Require food waste/compost bins, rain gardens, efficient appliances, and plumbing</li><li>○ Require residential Energy Disclosure at point of sale</li><li>○ Streamline permitting for things like green roofs and solar panels</li><li>○ Require minimum demolition diversion of 80% and require sourcing of low embodied carbon materials in new construction</li></ul>											
<p><b><u>FISCAL CONSIDERATION:</u></b> As with any code change, there will be an impact to workload (staffing); the more amendments that are adopted the greater the impact to staff there will be.</p>											
<p><b><u>COUNCIL GOAL/BUDGET OBJECTIVE BEING ADDRESSED:</u></b> Implement the adopted Climate Action Plan, increase and preserve the options for affordable housing stock, and enhance public safety.</p>											



# City of Kenmore, Washington

## Memorandum

Date: March 8, 2023

To: Rob Karlinsey, City Manager  
Richard Sawyer, Environmental Services Director

From: Samantha Loyuk, Development Services Director  
Tom Phillips, Building Official  
Lukasz Lisowski, Building Plans Examiner and Inspector

Re: Adoption of New Construction Codes

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**Punchline to this Memo:** Staff seeks direction on the following questions:

1. Does the City Council want to revise the code to require residential construction projects to be completed on the outside of the house within two years?
2. Does the City Council want to revise the code to extend building permits for multifamily and commercial projects from 2 years to 3 years?
3. Does the City Council want to follow Seattle's policy and require an energy certificate for commercial buildings at the point of sale?
4. Does the City Council want to revise the code to exempt all solar panels (regardless of size) from building permit?
5. Does the City Council want to adopt International Residential Code<sup>1</sup> (IRC) Appendix T (Solar-ready requirement)? If yes, the appendix also be adopted as part of the International Building Code (IBC)?
6. Does the City Council want to adopt IRC Appendix Y (Construction waste diversion)? If yes, should the appendix also be adopted as part of the IBC?
7. Does City Council want to adopt IRC Appendix Z (Construction and demolition material management)? If yes, should the appendix also be adopted as part of the IBC?

### Background and Intent:

This memo is to inform Kenmore City Council ("Council") of an upcoming ordinance to adopt the 2021 Construction Codes, which include the building code, energy codes fire code, plumbing and mechanical codes and the property maintenance code. Generally, the State of Washington ("State") adopts and amends the building and construction codes every three years (triennially). RCW 19.27.050 requires all cities and counties to adopt and enforce the new codes. Each adoption cycle provides an opportunity for

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<sup>1</sup> The IRC applies to structures like single-family homes, duplexes, and townhouses. The IBC applies to structures like apartments, condominiums (stacked units), commercial, etc.



Council to make certain amendments that can be incorporated into the adoption ordinance.

Before new codes are considered by the State Building Code Council (SBCC), they are reviewed on a national level by the International Code Council (ICC). The ICC is dedicated to the construction of safe, sustainable, affordable, and resilient structures.

### **Upcoming Code Changes:**

On November 18, 2023, the SBCC amended and adopted the new codes. However, State law requires the newly adopted codes to ‘sit’ through one legislative session before being implemented. This gives the State Legislature the opportunity to adjust the codes. However, adjustments by the State Legislature are rare. The State requires the City of Kenmore (and every other city and county in the state) to adopt the new codes with an effective date of July 1, 2023. Below is a summary of the upcoming code changes:

#### **1. International Wildland-Urban Interface Code**

Because of recent forest fires, the State has adopted the International Urban Wildland Interface Code (WUI Code). This will require new structures and additions in areas shown on the Department of Natural Resources (DNR) map<sup>2</sup> to have a higher level of fire resistivity. This typically requires fire resistive exterior wall, roofs, and decks. This is a new code in Washington and will require significant training for all code officials. To date, the new code language is confusing and difficult to enforce; it is unclear how this will impact Kenmore. Other building departments are also confused by the new code requirements and are seeking clarification from the State Building Code Council (SBCC). Efforts to clarify (or modify) the new code will be made prior to adoption.

Limited areas in Kenmore will be impacted by this new Wildland Interface Code. For more information, see the DNR map in footnote 1 at the bottom of this page and Appendix C of this memo.

#### **2. Building Code**

- New requirements are established for the various types of mass timber (laminated wood) construction that allow taller and larger buildings than traditional “heavy timber” construction. These new requirements will allow buildings to be built taller with cross-laminated timber (CLT), which will replace steel and concrete. CLT is a more environmentally sustainable material.
- Puzzle rooms (escape rooms) are now defined and regulated as special amusement areas, requiring special exiting requirements.
- New allowances for gender neutral restrooms, when provided.
- New one- and two-family dwelling units or townhouses with a garage or carport, must have a dedicated circuit for electric vehicle charging installed in the garage or carport.

#### **3. Fire Code**

There are no significant changes to the fire code.

<sup>2</sup> <https://data-wadnr.opendata.arcgis.com/apps/wildland-urban-interface-viewing-app/explore>

#### 4. Energy Code

- Negative points are added for 'fuel normalization' and must be factored to achieve total sum of energy credits required. This provision incentivizes electrification and discourages use of natural gas appliances. The State continues to consider the long-term impacts of gas utilities and will likely come up with a state-wide policy in the coming years. SB 5562 and SHB 1589 are currently making their way through the legislature and will prohibit gas companies serving more than 500,000 retail natural gas customers from extending gas service after June 30, 2023.
- To increase energy efficiency in buildings, new options and values are added for energy credits. **Energy efficiency requirements increased by 50%** for additions and new construction. The increase in required energy credits encourages the use of heat pumps. For more information on how energy credits are calculated, see Appendix A.
- Increase in prescriptive thermal envelope requirements for walls and ceilings.

#### 5. Construction Administrative Code

Kenmore does not adopt the administrative Chapter 1 in the construction codes. Instead, we adopt the Construction Administrative Code (CAC) which is Chapter 15.30 of the Kenmore Municipal Code (KMC). The creation and maintenance of the CAC is a joint effort of many of the MyBuildingPermit.com (MBP) cities. This Chapter covers administrative provisions such as:

- |                            |  |
|----------------------------|--|
| • Inspections              | • Providing the scope of the adopted codes |
| • Certificate of Occupancy | • Duties of the Code Official              |
| • Appeals                  | • Permit application requirements          |
| • Violations               | • Permit and permit application expiration |
| • Stop work orders         | • Work exempt from permit                  |

There are no significant changes are being proposed to the CAC this adoption cycle, only routine housekeeping updates.

#### 6. Kenmore Property Maintenance Code

Staff is recommending the adoption of a new KMC Chapter, 15.40 titled the Kenmore Property Maintenance Code (KPMC). This code is modeled after the International Property Maintenance Code (IPMC) and will replace the outdated 1997 Uniform Housing Code and the 1997 Uniform Code for the Abatement of Dangerous Buildings Code. Based on Council direction provided on 1/9/2023, staff is preparing a community survey to promote public participation. Staff estimate the survey will be open mid-March. City Council adoption is aligned with the building code changes (effective July 1, 2023) and will be responsive to the public input.

#### **Amendments**

Cities and counties are allowed to further amend these codes provided the amendment does not result in a code less restrictive than that adopted by the State, subject to the following limitations:

1. Per RCW 19.27A.015, cities and counties are not allowed to amend the residential energy code<sup>3</sup>; and
2. Per RCW 19.27.060(1)(a), any amendment affecting residential buildings of four or fewer units must first be approved by the SBCC.

As a principal partner of the eCityGov Alliance, we recognize the value of cross-jurisdictional consistency in codes, programs, and services. Doing so promotes values including diversity, equity, inclusion, and access (DEIA) and provides opportunities for knowledge sharing, training, and development of best business practices.

The City's Building Official has worked closely with MyBuildingPermit.com (MBP) cities with whom we share our online permitting portal (eCityGov Alliance members cities), to keep construction codes as consistent as practical. The more cities' construction codes are consistent, the more predictable the construction process will be for developers and builders. While zoning codes may vary greatly from city to city, construction codes are typically very similar.

Adoption ordinances typically amend the Municipal Code three ways:

1. Editing text (using crossed out, highlighted, and underlined text);
2. Repealing sections; and
3. Adding new sections.

### **Amendments for Consideration and Feedback**

Beyond the mandatory code changes, the City Council may choose to consider the following amendments:

#### **1. Construction Administrative Code**

- a. To reduce the impact of residential construction to neighbors, the City could require residential construction be completed on the outside of the house within two years. The permit could be extended to complete the remaining work on the inside of the structure, which is less intrusive. There is currently a complaint by an HOA for a house project that has been going on for three years and there is no incentive for the owner to complete it or make the outside look presentable. Given the potential impact of lengthy construction projects to neighbors, staff recommend approving this amendment.
- b. Currently building permits for commercial and multifamily projects expire in two years, the same as single-family building permits. The code could be changed to allow three years for commercial and multifamily building permits to expire. This would reduce the need to administratively extend the life of the building permit. Given the complexity of multifamily and commercial projects and the typical construction timelines, staff recommend approving this amendment.

#### **2. Climate Action Plan**

On May 16, 2022, the Kenmore City Council unanimously voted to adopt the first City of Kenmore Climate Action Plan (CAP). The CAP establishes actions the City and community can take to reduce greenhouse gas (GHG) emissions and reach

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<sup>3</sup> Amending the commercial provisions of the energy code is challenging because they are highly complex and often require an engineer's design or analysis. Amendment of this section is beyond the capability of staff and would require expert analysis.

carbon neutrality by 2050 and provides strategies to adapt to future climate change impacts. The strategies and actions in the CAP include five focus areas: Buildings & Energy, Transportation & Land Use, Consumption & Materials Management, Natural Systems and Water Resources, and Community Resilience & Wellbeing.

In a letter to the SBCC from the King County-Cities Climate Collaboration (K4C) dated 10/14/2022, Kenmore supported the following:

- **Energy Code Proposal 21-GP2-065:** Requires heat pump space heating
  - Status: The SBCC approved this proposal with exceptions for dwellings with small heating loads and allowances for supplementary heating. The proposal was also modified to allow natural gas heat pumps (which are also much more energy efficient than a gas furnace).
- **Energy Code Proposal 21-GP2-066:** Requires heat pump water heating –
  - Status: The SBCC approved this proposal with exceptions for small water heaters, small dwelling units, supplemental water heating systems, and some renewable energy systems.
- **Residential Code Proposal 21-GP2-092:** Construction & Demolition (“C&D”) Material Management Appendix to require contractors to provide demolition disposal plans and maintain records, aiming at an 80% diversion rate.
  - Status: The SBCC approved this proposal.
- **Residential Code Proposal 21-GP2-093:** Deconstruction Appendix requires salvaging of materials (e.g., large beams) and disallows the use of heavy equipment for demolition.
  - Status: The SBCC approved this proposal.
- **Building Code Proposal 21-GP1-62:** Increase use of salvaged solid-sawn lumber with conservative strength values.
  - Status: The SBCC approved this proposal.
- **Residential Code Proposal 21-GP2-091:** Requires electric vehicle infrastructure (one 40-amp receptacle per new garage/carport).
  - Status: The SBCC approved this proposal.

In addition, members of the City Council expressed interest in some additional CAP-related development code changes. Each are listed below, along with a response from Development Services staff as it relates to the code update.

- Require new buildings to be solar-ready and EV-ready.
  - The EV provisions were adopted (see bullet above) and the solar-ready provisions were approved by SBCC and can be adopted by the City as provided in Appendix T the IRC (see Appendix T description on page 6). See page 7 for staff impacts.
- Require food waste compost bins, rain gardens, efficient appliances, and plumbing for water conservation.
  - This is outside of the scope of this code update. For more information, see the *Other Relevant Program* section on page 8. Staff will continue to research this topic to see if the City can do more in this area.
- Require energy disclosure.
  - A permanent energy certificate is already required to be posted inside all new residential dwellings (posted on a wall near the furnace or other approved location inside the building). At the time of final building

inspection, the City's inspector verifies that the information provided on the certificate matches the approved design. The certificate indicates the following:

- R-values of insulation installed (ceiling, exterior walls, floors)
- U-factors and solar heat gain coefficient of fenestration (windows, skylights, glass doors)
- Results of any duct or building envelope air leakage testing
- Results of whole-house ventilation flow rate test
- Types, sizes, and efficiencies of heating, cooling, whole-house mechanical ventilation, and water heaters
- Capacity, efficiency, panel tilt, orientation and estimated annual electrical generation of installed photovoltaic panel systems.
- This requirement does not currently apply to commercial buildings; however, the City Council could choose to follow Seattle's policy and apply it to commercial buildings at the point of sale (although Seattle's disclosure certificate requirement applies to much larger commercial buildings).
- Streamline permitting for things like green roofs and solar panels.
  - Most solar panels are exempt from permit requirements under the current building code (KMC 15.30.205.A.21). Most single-family solar panels are exempt from permit. An example of when a permit is required is a solar panel array that exceeds an area of 150 feet by 150 feet (22,500 square feet). The City Council could choose to eliminate the size threshold and exempt all solar panels.
  - Proposals for green roofs are uncommon. Although not exempt, with direction from the City Manager, permits for these can be expedited to support the adopted Climate Action Plan.
  - In addition, the City Manager has directed staff to expedite all permits that result in greenhouse gas emission reductions or that support the implementation of the adopted Climate Action Plan.

The adoption of the new construction codes will support the City's CAP. As previously noted, RCW 19.27A.015 prohibits amending the residential provisions of the energy code. However, the City Council may choose to adopt one or more of the follow optional International Residential Code (IRC) appendices:

- a. **IRC Appendix T** – Solar-ready provisions for detached one- and two-family dwellings and townhouses. This appendix requires new homes to be provided with roof space that can accommodate future solar panels when practical. It requires available roof space to be free from vents and other projections that would interfere with solar panel placement. It also requires the home's electrical service panel to have space to accommodate required circuit breakers for the solar panel system.

## BUILDINGS & ENERGY



**Goal:** Ensure access to clean and reliable energy sources and reduce GHG emissions from buildings through energy efficiency and electrification.



- b. **IRC Appendix Y** – Construction and demolition material management. The purpose of this appendix is to increase the reuse and recycling of construction and demolition materials and keep the materials out of landfills through the use of best management practices. This requires a waste diversion report be submitted prior to the issuance of a certificate of occupancy and the placement of recycling containers on the job site. No diversion rate (percentage) is required under Appendix Y.
  - SBCC approval is required for the adoption of this appendix, which appears to be an oversight as the SBCC will very likely approve its adoption.
  - Recommended amendment if adopted: Provide an exception for demolition conducted for training purposes by the fire department.
- c. **IRC Appendix Z** – Building deconstruction. The purpose of this appendix is to increase the amount of material salvaged for reuse through the act of deconstruction when a building or structure is demolished. Heavy machinery may not be used in deconstruction to remove or dismantle components of buildings and structures in ways that render the components unsuitable for salvage.
  - This appendix will increase the time and cost of demolition projects.
  - SBCC approval is required for the adoption of this appendix, which appears to be an oversight as the SBCC will very likely approve its adoption.

As written, these are appendices to the IRC but the construction material management appendices could also be adopted for the nonresidential code (IBC).

### Staff Impacts

Impacts on staff will differ depending on what new, revised, mandatory, or optional codes are adopted by Council:

- Code changes like the mandatory triennial building code adoption typically creates additional workload on the front-end as staff and customers adjust to new code requirements. Because changes are state-wide, our customers (property owners, businesses, developers, architects, builders, etc.) adjust to the new codes together and are generally accepting of the new requirements. Additional time on training and implementation (i.e., longer permit review times) is an expected outcome for most code adoptions, especially in the beginning.
- New codes that go beyond what is mandatory and/or exceed codes adopted by our eCityGov Alliance members cities create a unique impact to staff that is longer-lasting and more significant in terms of time and resources. For example, adoption of IRC appendices T, Y, or Z, would result in the need for additional training, new forms, increased time for permit processing, increased time for plan review, and increased time for inspections.

For example, IRC Appendix T (solar ready) will require a roof shading analysis conducted at the time of building permit. If the shading analysis increases permit processing by 5-10 hours on average (i.e., screening at intake, first review, correction cycle, second review, discussions with the builder, inspection, etc.), based on the number of building permits for detached one- and two-family dwellings and townhouses issued last year (36 permits, 106 new dwelling units), the impact to staff for one year would be 180-360 hours. This will result longer review



times, increased permit fees, and additional inspections. Based on 2,080 working hours per year, in this example, the increase in workload for one full-time employee (FTE) is 8–17%. The 2023-2024 biennial budget did not anticipate the need for additional staff for these updates.

### **Feedback from the Development Community:**

The Master Builders Association will commonly oppose new regulations that add additional costs to the construction of homes. This is especially true for changes to the energy code and the WUI. Builders are active within State legislative and often testify in opposition to increased regulation at legislative committee meetings.

### **Our Approach**

Council's #1 priority for the next two years (2023-2024) is implementation of the adopted CAP and to promote environmental stewardship, including water, air, forest, and habitat restoration and preservation. Council's #2 priority is to increase and preserve the options for affordable housing stock. Development Services is committed to implementation of the adopted CAP. We look for balanced and effective ways to implement the CAP while being cognizant of construction costs and the need for housing.

### **Other Relevant Programs:**

- In terms of water consumption, the water meters installed by Northshore Utility District (NUD) allow customers to access their water usage in real time (sometimes referred to as "smart water meters"). Existing and new customers can download the "Eye on Water" app to connect to their meter. The app provides water usage information and encourages adjustments that promote water conservation. For more information, see the YouTube link provided in the 'Resources' section of this document.
  - Upon further research we learned that although NUD installed the smart water meters in 2010, the data doesn't get sent anywhere. In order for the app to work, customers need to install a cellular transmitter at the meter and pay for an additional phone line. This is outside the scope of the building code update, but may be something that the city wants to pursue with NUD.
  - According to NUD, there are no plans to upgrade meters in the next 10 years.
- King County's RE+ Program helps transition from a "throwaway economy" to one that prevents waste and makes better use of valuable materials. The program also plans to regulate organics collection (compost) and recycling services and standards across King County. For more information, see the link provided in the 'Resources' section of this document. King County representatives of the RE+ program will be presenting to the City Council in the near future. City staff will promote the RE+ program through its various media channels.

### **Sources and Resources:**

- Title 51 WAC – 2021 Building Codes (all): <https://apps.leg.wa.gov/wac/default.aspx?cite=51>
  - Energy Code, Commercial: [Chapter 51-11C WAC:](#)
  - Energy Code, Residential: [Chapter 51-11R WAC:](#)
  - IBC: [Chapter 51-50 WAC:](#)
  - IRC: [Chapter 51-51 WAC:](#)

- Mechanical Code: [Chapter 51-52 WAC:](#)
- Fire Code: [Chapter 51-54A WAC:](#)
- Wildland-Urban Interface Code: [Chapter 51-55 WAC:](#)
- Plumbing Code: [Chapter 51-56 WAC:](#)
- Appendix T: [WAC 51-51-60106:](#)
- Appendix Y: [WAC 51-51-60108:](#)
- Appendix Z: [WAC 51-51-60109:](#)
- Washington State Building Code Council: <https://www.sbccc.wa.gov/>
- Washington State Building Codes Review and Adoption Process: [https://www.sbccc.wa.gov/sites/default/files/2022-09/Building%20Code%20Review%20and%20Adoption%20Process\\_Summary.pdf](https://www.sbccc.wa.gov/sites/default/files/2022-09/Building%20Code%20Review%20and%20Adoption%20Process_Summary.pdf)
- Washington Association of Building Officials (WABO) Code Development: <https://www.wabo.org/code-development-schedule>
- Preliminary Cost Benefit Analysis for the 2021 International Building Code Non-Structural Provisions: [https://sbccc.wa.gov/sites/default/files/2022-03/2021%20IBC\\_Cost%20Benefit%20Analysis\\_Complete\\_1-6-22.pdf](https://sbccc.wa.gov/sites/default/files/2022-03/2021%20IBC_Cost%20Benefit%20Analysis_Complete_1-6-22.pdf)
- International Code Council (ICC): <https://www.iccsafe.org/>
- eCityGov Alliance: <https://ecitygov.net/about>
- Seattle's Clean Heat Program: <https://www.seattle.gov/environment/climate-change/buildings-and-energy/seattles-clean-heat-program>
- "Eye on Water" app demonstration: [Eye on Water mobile app demonstration - YouTube](#)
- King County RE+ Program: <https://kingcounty.gov/en/depts/dnrp/waste-services/garbage-recycling-compost/solid-waste-programs/re-plus>
- WSU Energy Program – Energy Credits Discussion and Examples (2018): [2018 WSEC-R Updates & Discussions \(wsu.edu\)](#)
- Energy Code Summary (2018): [Summary of the 2018 WA State Residential Energy Code \(WSEC-R\) - YouTube](#)
- Energy Code Compliance Certificate (2018): [WSEC-R 2018: Compliance Certificate - Ventilation Systems - YouTube](#)

Attachments: Appendix A – How Energy Credits Work  
Appendix B – Progress to Reduce Energy Consumption  
Appendix C – DNR Map  
Letter to the SBCC from K4C

## Appendix A Energy Code Credits – How They Work

Prescriptive requirements of the code for any residential dwelling – Baseline:

Climate Zone 5 and Marine 4	
Fenestration U-Factor	0.30
Skylight U-Factor	0.50
Ceiling R-Value	60
Wood Frame wall R-Value	20+5 or 13+10
Floor R-Value	30
Below-Grade Wall R-Value	10/15/21 int + 5TB
Slab R-Value and Depth	10, 4 ft.

Each dwelling unit is required to provide energy credits, based on its size.

	Size of Dwelling	Credits
1	Small Dwelling Unit (less than 1,500 SF)	2.5
2	Medium Dwelling Unit (1,500 to 5,000 SF)	5.0
3	Large Dwelling Unit (greater than 5,000 SF)	6.0
4	Multifamily units	4.5

The number of credits above must be adjusted by the fuel normalization credits to determine the total number of credits required.

	Type of Energy/ Heating Equipment	Credits
A	Combustion heating system (gas or oil)	-3.0
B	Heat Pump with electrical resistance	0
C	Electric resistance only (either forced air or zonal)	-1.0
D	High efficiency heat pumps, e.g. air to water heat pumps	1.5
E	Ductless mini-split heat pump system	0.5

### Example 1



A new 3,000 sq. ft. house which is heated with a gas furnace (items 2 and A above) starts with a base target of 5 credits but is penalized with -3 credits, so must obtain a total of 8 credits.

### Example 2



A new 5,500 sq. ft. which is heated with ductless, mini split heat pumps (items 3 and E above) starts with a base target 6 credits but is given a .5 credit for the mini split heat pump, so must obtain a total of 5.5 credits.

Credits are obtained from the following Table (2021):

Option	Description	Credit(s)
<b>1. EFFICIENT BUILDING ENVELOPE OPTIONS</b>		
Only one option from Items 1.1 through 1.4 may be selected in this category.		

1.1	Prescriptive compliance is based on Table R402.1.3 with the following modifications: Vertical fenestration (windows) U = 0.22.	0.5
1.2	Prescriptive compliance is based on Table R402.1.3 with the following modifications: Vertical fenestration U = 0.25 Floor R-38 Basement wall R-21 int plus R-5 ci Ceiling and single-rafter or joist-vaulted R-60 advanced Slab on grade R-10 perimeter and under entire slab Below grade slab R-10 perimeter and under entire slab	0.5
1.3	Prescriptive compliance is based on Table R402.1.3 with the following modifications: Vertical fenestration U = 0.18 Ceiling and single-rafter or joist-vaulted R-60 advanced Floor R-38 Basement wall R-21 int plus R-12 ci Slab on grade R-10 perimeter and under entire slab Below grade slab R-10 perimeter and under entire slab	1.0
1.4	Prescriptive compliance is based on Table R402.1.3 with the following modifications: Vertical fenestration U = 0.18 Ceiling and single-rafter or joist-vaulted R-60 advanced Wood frame wall R-21 int plus R-16 ci Floor R-48 Basement wall R-21 int plus R-16 ci Slab on grade R-20 perimeter and under entire slab Below grade slab R-20 perimeter and under entire slab	1.5
<b>2. AIR LEAKAGE CONTROL AND EFFICIENT VENTILATION OPTIONS</b> Only one option from Items 2.1 through 2.3 may be selected in this category.		
2.1	Compliance based on Section R402.4.1.2: Reduce the tested air leakage to 2.0 air changes per hour maximum at 50 Pascals	1.0
2.2	Compliance based on Section R402.4.1.2: Reduce the tested air leakage to 1.5 air changes per hour maximum at 50 Pascals	.5
2.3	Compliance based on Section R402.4.1.2: Reduce the tested air leakage to 0.6 air changes per hour maximum at 50 Pascals	1.5
<b>3. HIGH EFFICIENCY HVAC EQUIPMENT OPTIONS</b> Only one option from Items 3.1 through 3.8 may be selected in this category. Item 3.9 may be taken with Items 3.1 or 3.3 only.		
3.1	For a System Type 1 in Table R406.2: Energy Star rated (U.S. North) gas or propane furnace with minimum AFUE of 95%. <b>or</b> Energy Star rated (U.S. North) gas or propane boiler with minimum AFUE of 90%	1.0
3.2	For secondary heating system serving System Type 2 in Table R406.2: Energy Star rated (U.S. North) Gas or propane furnace with minimum AFUE of 95% <b>or</b> Energy Star rated (U.S. North) Gas or propane boiler with minimum AFUE of 90%.	0.5
3.3	Air-source centrally ducted heat pump with minimum HSPF of 9.5.	0.5
3.4	Closed-loop ground source heat pump; with a minimum COP of 3.3 <b>or</b> Open loop water source heat pump with a maximum pumping hydraulic head of 150 feet and minimum COP of 3.6.	1.5
3.5	Ductless mini-split heat pump system, zonal control: In homes where the primary space heating system is zonal electric heating, a ductless mini- split heat pump system with a minimum HSPF of 10.0 shall be installed and provide heating to the largest zone of the housing unit.	1.5
3.6	Air-source, centrally ducted heat pump.	1.0
3.7	Ductless split system heat pumps with no electric resistance heating in the primary living areas. A ductless heat pump system with a minimum HSPF of 10 shall be sized and installed to provide heat to entire dwelling unit at the design outdoor air temperature.	2.0

3.8	Air-to-water heat pump with minimum COP of 3.2 at 47°F, rated in accordance with AHRI 550/590 by an accredited or certified testing lab.	1.0
3.9	Connected thermostat meeting ENERGY STAR Certified Smart Thermostats/EPA ENERGY STAR specifications.	0.5
<b>4. HIGH EFFICIENCY HVAC DISTRIBUTION SYSTEM OPTIONS</b>		
4.1	HVAC equipment and associated duct system(s) installation shall comply with the requirements of Section R403.3.2. (Ducts to be located in conditioned space) Electric resistance heat, hydronic heating and ductless heat pumps are not permitted under this option.	0.5
<b>5. EFFICIENT WATER HEATING OPTIONS</b> Only one option from Items 5.3 through 5.5 may be selected in this category. Items 5.1 and 5.2 may be combined with any option.		
5.1	A drain water heat recovery unit(s) shall be installed, which captures wastewater heat from at least two showers, including tub/shower combinations. It is acceptable, but not required, for sink water to be connected. Unit shall have a minimum efficiency of 40% if installed for equal flow or a minimum efficiency of 54% if installed for unequal flow. Such units shall be rated in accordance with CSA B55.1 or IAPMO IGC 346-2017 and be so labeled.	0.5
5.2	For Compact Hot Water Distribution system credit, the volume shall store not more than 16 ounces of water between the nearest source of heated water and the termination of the fixture supply pipe where calculated using Section R403.5.2. <i>Construction documents</i> shall indicate the ounces of water in piping between the hot water source and the termination of the fixture supply. When the hot water source is the nearest primed plumbing loop or trunk, this must be primed with an On Demand recirculation pump and must run a dedicated ambient return line from the furthest fixture or end of loop to the water heater.	0.5
5.3	Solar water heating supplementing a minimum standard water heater. Solar water heating will provide a rated minimum savings of 85 therms or 2000 kWh based on the Solar Rating and Certification Corporation (SRCC) Annual Performance of OG-300 Certified Solar Water Heating Systems  <b>or</b> Water heater heated by ground source heat pump meeting the requirements of Option 3.3.	1.0
5.4	Water heating system shall include electric heat pump water heater meeting the standards for Tier III of NEEA's advanced water heating specification	2.0
5.5	Water heating system shall include one of the following: Electric heat pump water heater with a minimum UEF of 2.9 and utilizing a split system configuration with the air-to-refrigerant heat exchanger located outdoors.	2.5
<b>6. RENEWABLE ELECTRIC ENERGY OPTION</b>		
6.1	For each 600 kWh of electrical generation per housing unit provided annually by on-site wind or solar equipment a 0.5 credit shall be allowed, up to 4.5 credits.	0.5 – 4.5
<b>7. APPLIANCE PACKAGE OPTION</b>		
7.1	All of the following appliances shall be new and installed in the dwelling unit and shall meet the following standards: 1. Dishwasher, standard - Energy Star rated, Most Efficient 2021 or Dishwasher, compact – Energy Star rated (Version 6.0) 2. Refrigerator (if provided) - Energy Star rated (Version 5.1) 3. Washing machine (Residential) - Energy Star rated (Version 8.1) 4. Dryer - Energy Star rated, Most Efficient 2022	0.5

In 2009 the State of Washington created a plan to reduce the energy consumption in residential and nonresidential construction. The goal is to use the State Energy Code to incrementally move toward achieving a 70% reduction by 2031.

Prescriptive requirements of the code in 2012 compared to 2021 edition of WSEC.

Climate Zone 5 and Marine 4		
Code edition	2012	2021
Fenestration U-Factor	0.30	0.30
Skylight U-Factor	0.50	0.50
Ceiling R-Value	49	60
Wood Frame wall R-Value	21	20+5 or 13+10
Floor R-Value	30	30
Below-Grade Wall R-Value	10/15/21 int + TB	10/15/21 int + 5TB
Slab R-Value and Depth	10, 2 ft.	10, 4 ft.

	Size of Dwelling	Credits 2012	Credits 2021
1	Small Dwelling Unit (less than 1,500 SF)	0.5	2.5
2	Medium Dwelling Unit (1,500 to 5,000 SF)	1.5	5.0
3	Large Dwelling Unit (greater than 5,000 SF)	2.5	6.0
4	Multifamily units	NR	4.5

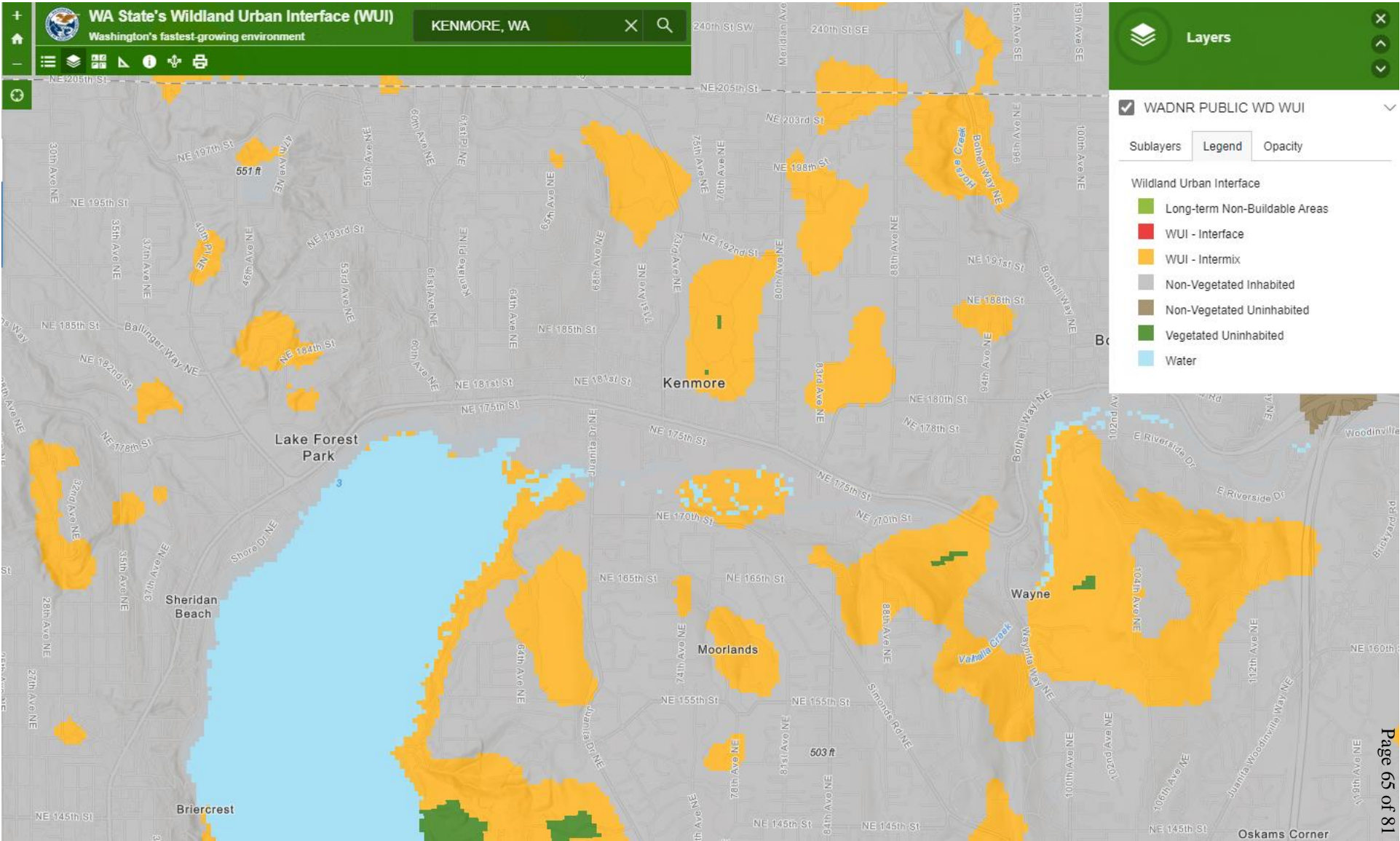
For comparison, the energy credits looked like this in 2012:

OPTION	DESCRIPTION	CREDIT(S)
<b>EFFICIENT BUILDING ENVELOPE OPTIONS</b>		
1a	Prescriptive compliance is based on Table R402.1.1 with the following modifications: Fenestration U = 0.28 Floor R-38 Slab on grade R-10 perimeter and under entire slab Below grade slab R-10 perimeter and under entire slab	0.5
1b	Prescriptive compliance is based on Table R402.1.1 with the following modifications: Fenestration U = 0.25 Wall R-21 plus R-4 Floor R-38 Basement wall R-21 int plus R-5 ci Slab on grade R-10 perimeter and under entire slab Below grade slab R-10 perimeter and under entire slab	1.0
1c	Prescriptive compliance is based on Table R402.1.1 with the following modifications: Fenestration U = 0.22 Ceiling and single-rafter or joist-vaulted R-49 advanced Wood frame wall R-21 int plus R-12 ci Floor R-38 Basement wall R-21 int plus R-12 ci Slab on grade R-10 perimeter and under entire slab Below grade slab R-10 perimeter and under entire slab	2.0
<b>2. AIR LEAKAGE CONTROL AND EFFICIENT VENTILATION OPTIONS</b>		
2a	Compliance based on R402.4.1.2: Reduce the tested air leakage to 4.0 air changes per hour maximum	0.5

2b	Compliance based on Section R402.4.1.2: Reduce the tested air leakage to 0.25 acf of 81 changes per hour maximum	1.0
2c	Compliance based on Section R402.4.1.2: Reduce the tested air leakage to 1.5 air changes per hour maximum	1.5
<b>3. HIGH EFFICIENCY HVAC EQUIPMENT OPTIONS</b>		
3a	Gas, propane, or oil-fired furnace with minimum AFUE of 95%	0.5
3b	Air-source heat pump with minimum HSPF of 8.5	1.0
3c	Closed-loop ground source heat pump; with a minimum COP of 3.3 or Open loop water source heat pump with a maximum pumping hydraulic head of 150 feet and minimum COP of 3.6	2.0
3d	DUCTLESS SPLIT SYSTEM HEAT PUMPS, ZONAL CONTROL: In homes where the primary space heating system is zonal electric heating, a ductless heat pump system shall be installed and provide heating to at least one zone of the housing unit.	1.0
<b>4. HIGH EFFICIENCY HVAC DISTRIBUTION SYSTEM OPTIONS</b>		
4	All heating and cooling system components installed inside the conditioned space. All combustion equipment shall be direct vent or sealed combustion. Locating system components in conditioned crawl spaces is not permitted under this option. Electric resistance heat is not permitted under this option. Direct combustion heating equipment with AFUE less than 80% is not permitted under this option.	1.0



Appendix C  
Washington State Department of Natural Resources Wildland Urban Interface GIS Open Data (arcgis.com)





Washington State Building Code Council

Anthony Doan, Council Chair

1500 Jefferson Avenue SE

PO Box 41449

Olympia, WA 98504-1449

October 14, 2022

RE: 2021 Washington State Residential Energy Code

Dear Chair Doan and the Washington State Building Code Council:

As elected officials representing 2.3 million Washington State residents, we offer our support for the proposed 2021 Washington State Residential, Building, and Energy Codes. We support strengthening the code changes to reduce climate pollution, protect the health of our residents, and promote an equitable transition to a clean energy economy.

The King County-Cities Climate Collaboration (K4C) is a partnership of local governments of all sizes taking bold and equitable climate action so that all people, the economy, and the environment thrive. Collectively, the jurisdictions in the K4C represent 85% of King County's 2.25 million residents, which is nearly 25% of the state's population. The K4C works to advance a shared goal of reducing carbon emissions countywide 50% by 2030 through sector-specific policies and investments.

The built environment is one of the largest sources of carbon emissions in King County. In a recent inventory, emissions from the residential built environment were nearly 20% of all emissions. As local jurisdictions, we lack the authority to develop codes for new residential buildings, making state action even more important. Strong energy codes are essential to reaching the K4C's carbon emission reduction target and continue us forward on the statewide goal to reduce energy use in the built environment 70% from 2006 levels by 2031.

We would like to emphasize our support for these proposed elements that advance K4C goals to reduce carbon pollution, provide healthy indoor air environments, and save King County families money in new single family, duplex, and townhome construction:

- Energy Code Proposal 21-GP2-065: Required heat pump space heating
- Energy Code Proposal 21-GP2-066: Required heat pump water heating
- Residential Code Proposal 21-GP2-092: C&D Material Management Appendix
- Residential Code Proposal 21-GP2-093: Deconstruction Appendix
- Building Code Proposal 21-GP1-62: Increased use of solid-sawn lumber

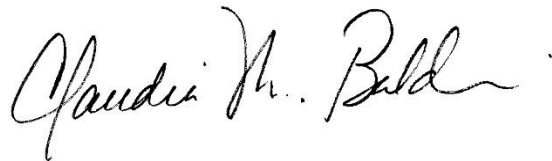
We also strongly support Residential Code Proposal 21-GP2-091, which requires electric vehicle infrastructure to be installed at new residential construction. We support this amendment residing as a base requirement in the Residential or Energy Code, rather than an optional appendix. Equitable access to electric vehicle charging equipment will enable residents of all income levels to benefit from the lifetime cost savings of electric vehicles, while increased adoption of electric vehicles will produce cleaner air for all residents, especially those who live in near-road communities.

Thank you for the opportunity to provide comment. We support the proposed revisions to the Residential, Building, and Energy Codes, and we urge the Council to approve these codes.

Sincerely,



Dow Constantine  
King County Executive



Claudia Balducci  
Chair, King County Council



Keith Scully  
Mayor, City of Shoreline



Lynne Robinson  
Mayor, City of Bellevue



Angela Birney  
Mayor, City of Redmond



Mary Lou Pauly  
Mayor, City of Issaquah



Nigel Herbig  
Mayor, City of Kenmore



Jessyn Farrell  
Director, City of Seattle  
Office of Sustainability and Environment

**CITY OF KENMORE**  
Development Services

# 2021 Construction Codes

*"Building Codes"*



Tom Phillips, Building Official  
Lukasz Lisowski, Building Plans Examiner and Inspector

# Agenda

- Background
- Upcoming Code Changes
- Climate Action Plan (CAP)
- Amendments
- Energy Credits
- Council Direction
- Next Steps





# Background

- Every 3 years
- International Code Council (ICC)
- State Building Code Council (SBCC)
- Adoption is required (RCW 19.27.050)
- Effective July 1, 2023

We're also...

Protecting the Environment

Planning for a Better Future

Helping people love where they live



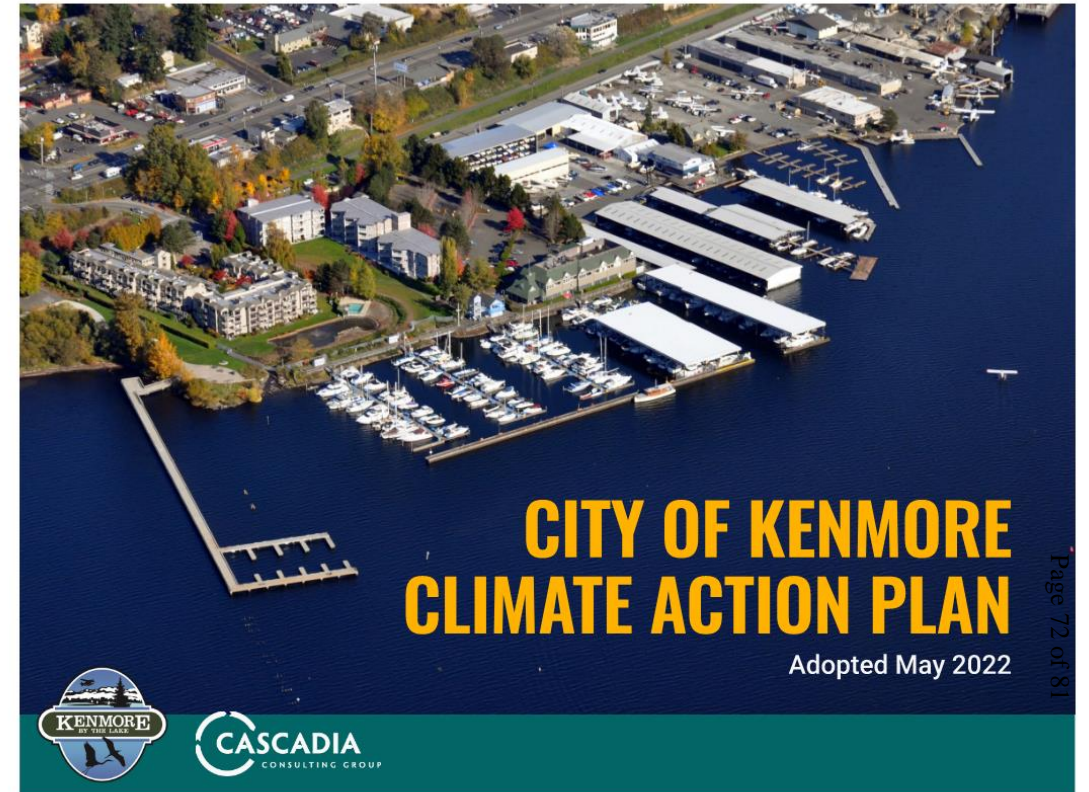
# Upcoming Changes

- International Wildland-Urban Interface Code (WUI)
- Building Code
- Fire Code
- Energy Code
- Construction Administrative Code
- Property Maintenance Code



# CLIMATE ACTION PLAN (CAP)

- Buildings & Energy
- Transportation & Land Use
- Consumption & Materials Management
- Natural Systems and Water Resources
- Community Resilience and Wellbeing





# KING COUNTY-CITIES CLIMATE COLLABORATION (K4C)

October 2022: Kenmore supported strengthening code changes to reduce climate pollution, protect the health of our residents, and promote an equitable transition to a clean energy economy.



Washington State Building Code Council  
Anthony Doan, Council Chair  
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PO Box 41449  
Olympia, WA 98504-1449

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Mayor, City of Kenmore

Jessyn Farrell  
Director, City of Seattle  
Office of Sustainability and Environment



# K4C FOLLOW-UP

1. Energy Code Proposal 21-GP2-065: Heat pump space heating..... [Approved with exceptions](#)
2. Energy Code Proposal 21-GP2-066: Heat pump water heating.....[Approved with exceptions](#)
3. Residential Code Proposal 21-GP2-092: C&D Material Management Appendix..... [Approved](#)
4. Residential Code Proposal 21-GP2-093: Deconstruction Appendix.....[Approved](#)
5. Building Code Proposal 21-GP1-62: Increase use of solid-sawn lumber..... [Approved](#)
6. Residential Code Proposal 21-GP2-091: Requires electric vehicle infrastructure..... [Approved](#)



# Amendments

## • Limitations

- Residential Energy Code
- Residential buildings of four or fewer units

## • Cross-jurisdiction Consistency

- eCityGov Alliance
- Mybuildingpermit.com



# Energy Credits

- How Energy Credits Work (Appendix A)
- Progress to Reduce Energy Consumption (Appendix B)



# WHAT ABOUT...

- Solar and EV Ready Buildings
- Energy disclosure at sale
- Permitting for green roofs and solar panels
- Construction and demolition diversion 80% and sourcing





# IMPACTS

- Environment
- Community
- Staff



# COUNCIL DISCUSSION & QUESTIONS

- Questions for staff



# KEY QUESTIONS FOR CITY COUNCIL



1. Does City Council want to revise the code to require residential construction projects to be completed on the outside of the house within two years?
2. Does City Council want to revise the code to extend building permits for multifamily and commercial projects from 2 years to 3 years?
3. Does City Council want to follow Seattle's policy and require an energy certificate for commercial buildings at the point of sale?
4. Does City Council want to revise the code to exempt all solar panels (regardless of size) from building permit?
5. Does City Council want to adopt IRC Appendix T?
  - a. Should it also be adopted to the IBC?
6. Does City Council want to adopt IRC Appendix Y?
  - a. Should it also be adopted to the IBC?
7. Does City Council want to adopt IRC Appendix Z?
  - a. Should it also be adopted to the IBC?





# NEXT STEPS

## • Draft Ordinance

- April 17

## • Public hearing and adoption

- May 22

## • Effective date

- July 1

